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LEX MERCATORIA REDIVIVA:

OR, THE

MERCHANT's DIRECTORY.

BEING A

Compleat GUIDE to all Men in BUSINESS,

WHETHER AS

TRADERS,
REMITTERS,
OWNERS,
FREIGHTERS,
CAPTAINS,
INSURERS,
BROKERS,
FACTORS,
SUPERCARGOES,
AGENTS.

CONTAINING

An Account of our TRADING COMPANIES and COLONIES, with their Eſtabliſhments, and an Abſtract of their Charters; the DUTY of CONSULS, and the Laws ſubſiſting about *Aliens*, *Naturalization* and *Denization*.

TO WHICH IS ADDED

A State of the preſent general TRAFFICK of the whole WORLD, deſcribing the MANUFACTURES and PRODUCTS of each particular Nation: And TABLES of the Correſpondence and Agreement of the *European* COINS, WEIGHTS, and MEASURES, with the Addition of all others that are known.

Extracted from the WORKS of

The beſt Writers both at Home and Abroad; more eſpecially from thoſe juſtly celebrated ones of Meſſieurs SAVARY; improved and corrected by the Author's own Obſervations, during his long Continuance in Trade.

The whole calculated for the Uſe and Service of the MERCHANT, LAWYER, SENATOR, and GENTLEMAN.

By *WYNDHAM BEAWES*, Merchant.

DUBLIN:

Printed for PETER WILSON, in *Dame-Street*. M.DCC.LIV.

TO THE RIGHT HONOURABLE

ARTHUR ONSLOW, Eſq;

Speaker of the Houſe of Commons.

SIR,

YOUR Readineſs on all Occaſions to aſſiſt the Improvement of this Kingdom's Trade, and render it flouriſhing, encourages me to hope the Means leading to it, will meet your Approbation, and Patronage: And as I flatter myſelf with the Belief that the following Work may in ſome Meaſure be conducive to ſo deſirable an End, I take the Liberty to ſupplicate your Protection of it; begging you to admit its Dedication, as a juſt Homage for your continual Endeavours to promote the Increaſe of Commerce; and as an Expreſſion of that Deference I pay to thoſe exalted Virtues, for which you are ſo juſtly and eminently diſtinguiſhed; your Compaſſion to the Diſtreſſed, your Charity to the Neceſſitous, and your benevolent Humanity to all, render you the Darling of thoſe honoured in your Acquaintance, and your Name rever'd by every one not ſo happy; though the Diſplay of theſe Excellencies ſerves only as brightening Touches to the reſplendent Rays of that ſhin-

ing Character your great Abilities and Integrity in publick Affairs have procured you. 'Tis theſe that have ſo repeatedly recommended you to an Election you have Reaſon to glory in, as unprecedented, and a plain Acknowledgment of your Capacity and Merits, by that great and honourable Body of Men, whoſe Preſident their unanimous Choice has ſo often made you, and for the worthy Diſcharge of which Office you are ſo univerſally admired. And though you only ſeem inſenſible of the rare Talents, ſo conſpicuous in all your Actions, and your known Modeſty chains every Pen from an Attempt to record them; yet the Regard paid them now, will convey their Remembrance to Futurity, and their Poſſeſſor be eſteemed and reverenced equally by the preſent and ſucceeding Ages. But I ought to conſider, that the Moments of the Great are precious; and therefore not to incur your Diſpleaſure, whilſt I am ſolliciting your Favour, permit me only to gratify my Ambition, in continuing to ſubſcribe myſelf, what your Goodneſs has made me,

SIR,

Your moſt Obliged,

And Obedient Humble Servant,

WYNDHAM BEAWES.

THE

PREFACE

TO THE

READER.

THE following Sheets are the Products of a leiſure Seaſon, which I was perſuaded to believe I could not better employ, than in compoſing a Work long wanted, and conſequently long wiſhed for by the commercial Part of Mankind.—And as the Publick has an undoubted Right to challenge every thing from its Members that may prove conducive to, or promote a general Utility; conſcious of this Obligation, I the more readily engaged in the ſubſequent Work, with the Hopes of being ſerviceable (at leaſt) to many, whoſe Entrance into Buſineſs might need ſome Aſſiſtance and Direction, though at the ſame time not deſpairing of its being alſo uſeful to thoſe of a longer Standing and Practice; if not as an Inſtructor, yet as a Remembrancer, which they may turn to for the Solution of any Difficulty occurring in the Courſe of Trade.—Theſe powerful Motives induced me to commence Author, and to riſque the Cenſures of the Uncandid in purſuance of ſo laudable a Deſign, being animated thereby to undertake the arduous Taſk, and exert my beſt Endeavours for the Publick's Service, which I have the Pleaſure to ſee abundantly rewarded in its kind Acceptance of them.

I have indeed long regretted to obſerve, that a Treatiſe of ſo beneficial a Tendency, ſhould in a trading Nation like this continue ſo much neglected, when many Tracts on every other (even the moſt trifling) Subject, are daily publiſhed; and thoſe few which the Preſs has given us on the leſs important Parts of Commerce, are generally ſo erroneous and defective, that they are to be little regarded and leſs depended on.—To remedy which, and to ſupply the Supinity of others, I have already ſaid, were the Incitements to quit my Obſcurity, and I ſhall now give ſome Account of the following Work, and of the Steps I have taken to make my Appearance in as favourable a Light as poſſible.

The major Part is an acknowledged Collection, or Tranſlation (as ſuch general Works muſt

muſt be) from the beſt Authors, who in moſt Languages have wrote on the Subject, and more eſpecially from Monſ. *Savary*'s *Dictionaire de Commerce:* Corrected however, and ſupplied by thoſe Obſervations, which a thirty Years Practice, more than half ſpent abroad, and not negligently run through, had enabled me to make; and I think I may without Vanity, in ſome Meaſure deem myſelf a competent Judge in theſe Affairs, that have been my chief Study and the principal Buſineſs of my Life; yet I readily ſubmit my Labours to the Cenſure of ſuperior Abilities, and rather wiſh than fear to ſee them improv'd to the Advantage of my Countrymen; being conſcious, that notwithſtanding all my Care and Aſſiduity, they ſtand in need of great Indulgence, for which I muſt rely on my Reader's Candour. And I owe my Acknowledgments (which I deſire in this publick Manner to pay) to that worthy Promoter of Trade, Mr. *R. Norcliffe* of *Hull*, who generouſly furniſhed me (even unaſked) with many judicious Remarks on the Traffick of *Denmark*, *Norway* and the *Sound*, from which I extracted the greateſt Part of what I have ſaid about it.——— *Francis Mannock*, Eſq; favoured me with the Impoſts on Merchandize at *Cadiz*; as Mr. *John Debonaire* did, with the Trials about Noncompliance with accepted Bills (in which he was a Party) in *Portugal*, and with an Eſtimate of our Commerce to that Kingdom.—— Mr. *John Heaton*, (a Gentleman of the greateſt Candour and Benevolence) and Mr. *John Rayner*, both Attornies, and deſervedly placed among the few at the Head of their Profeſſion, were ſo kind as to lend me ſome Aſſiſtance; as Mr. *Crawford*, and Mr.——— two other noted Attornies did, by all whom I beg my Thanks may be accepted.

The Form I have put my Book in, I believed would beſt ſuit my Intentions of having every Particular readily turned to, as Occaſion ſhould require, which the large Contents at the Beginning, and extenſive Index at the End will immediately lead my Reader to. And as every Subject is placed by itſelf, the Chain of reading is not broke through, as it is in the Dictionarial and ſome other Methods; therefore I hope *this*, which I have elected, will be approved.

And though a Collection is not eſteemed to carry with it a Proof of Genius and Underſtanding like a genuine Compoſition, yet the Labour muſt be allowed greater, as 'tis certainly more eaſy for a Perſon to pen his own Thoughts, than dextrouſly to ſelect and range thoſe of others; more eſpecially if he has them to ſeek, compare and correct from a large Variety of Authors in different Languages. This has been my Taſk. And I wiſh my Performance may be looked on like the Bee's Induſtry; as Honey will not loſe its Taſte or Virtue, by reflecting that that Inſect was only a Collector, not Author of its Sweetneſs.

'Tis true, my firſt Deſigns were limited to a much leſs Bulk than the Book is now ſwelled to; but the enlarging it to the Size it now appears in, was a Conſequence of its growing under Diſpatch; and my Progreſs opening new Scenes of Diſcuſſion, which I have however treated in the conciſeſt Manner I could, conſiſtent with that Clearneſs, Perſpicuity and Correctneſs, I from the Beginning, determined to obſerve; and hope nothing on Examination will be found ſuperfluous or unneceſſary.

THE

THE

CONTENTS.

AN Hiſtorical Deduction of Trade from its Original Page 1
Of Merchants, whether Natives or Foreigners; their Character; ſome Directions for their prudent Conduct, and an Abſtract of the Laws now in Force, concerning them 25
Of Factors, Supercargoes, and Agents 36
Of Ships Owners, Captains, and Sailors 38
Of Freight, Charter-parties, Bills of Lading, Demorage, and Bottomry 98
Of Ballaſt 108
Of Pilots, Lodeſmen, or Locmen 110
Of Wrecks, viz. Flotſam, Jetſam and Lagan 118
Of Salvage, Average, or Contribution 119
Of Ports, Havens, Light-Houſes, and Sea-Marks 123
Of Letters of Marque and Repriſal 173
Of Privateers or Capers 179
Of Pirates and Sea Rovers 195
Of Convoys and Cruizers 205
Of Captures, Condemnations and Appeals 206
Of Bills of Health and Quarantine 207
Of Embargoes, or Reſtraint of Princes 208
Of Protections, Paſsports, and Safe-conducts 209
Of Leagues and Truces ibid.
Of Proclamations for War and Peace ibid.
Of the Admiralty 211
Of Conſuls 220
Of Inſurance 222
Of Arbitrators, Arbitrament, Arbitration Bonds and Awards 260
Of Aliens, Naturalization, and Denization 267
Of Banks and Bankers 273
Of Uſury Page 309
Of Cuſtoms and Cuſtom-houſe Officers 312
Of Porters Rates for Landing, &c. of ſome Sorts of Goods 333
Of Carts and Carmen ib.
Of Contracts, Bonds, and Promiſſary Notes 337
Of Bills of Exchange, and about the croſs ones of Europe, known to Foreigners under the Denomination of Arbitrations of Exchange 343
Of Brokers 379
Of the Par of Monies 381
Of Arbitrations 387
Concerning Bankruptcy 407
Of the General Trade of the World 477
England 478
Wales 488
Scotland 489
Ireland 494 & 556
Of the Trade between Great Britain and France 498
Holland 505
Germany 506
Spain 507
Portugal 515
Great Britain's Trade with Italy, including under this Denomination Venice, Naples, and Sicily, Genoa, Leghorn, Ancona, &c. 518
Of the Trade carried on by Great Britain with Turkey and Barbary 519
Africa 522
America 539
Of the South-Sea Company ib.
Of the Hudſon's Bay Company 540
Of Carolina's General Trade ib.

The

CONTENTS.

The General Trade of Virginia Page 541
Maryland 542
New-York ib.
Penſilvania 543
The Jerſeys *and* New-England ib.
Nova Scotia 545
Georgia 547
Barbadoes 550
S^t. Chriſtophers, Nevis, (*or* Mevis) *and the other Caribbee Iſlands* ib.
Jamaica 551
The Lucayo's *or* Bahama *Iſles* 552
The Bermuda's, *or* Summer *Iſlands* ib.
Newfoundland 553
An Account of the Trade between Great Britain *and* Muſcovy, *carried on by the* Ruſſia *Company* 554
Of the Trade between Great Britain, Denmark *and* Norway, Sweden, Poland, Pruſſia, *and the* Auſtrian Netherlands 556
Of the Products, Manufactures and Trade of France 569
Of the Trade of Spain 584
Portugal *and their* African *Company* 589, 591
Italy 591
Of the Levant *Trade, and that on the Coaſt of* Barbary 602
Of the Trade of the Archipelago 611
Of the Trade of Africk 613
The Trade of the Canary *Iſles* 626
Of the Trade of Aſia 627
Of the Trade of the Gulph of Perſia 630
Of the Trade of Sumatra 667
Borneo, Crimati, *or* Crimatia 668, &c.
Of the Molucca, *or* Molucque *Iſlands* 669
Of the Iſles of Banda 671
Of Amboina 672
Of the Philippines, *or* Manillas 673
Of the Iſles of Thieves, or Ladrones 674
Of the Iſles of Japan *or* Japon ib.
Of the Trade of Jeſſo 676
Of the Trade on the Coaſts of Spaniſh America *in the North Sea* 678
Of the Commerce of the Spaniſh American *Coaſts in the South Sea* 680
Commerce of the Portugueze America 687
Of the Trade of Holland ib.
Concerning the Trade of the North *and the* Baltick *Sea* Page 690
Of the Trade of Denmark 691
Concerning the Sound 692
Of the Trade of Norway 699
Of the Trade of Courland, Pruſſia, *and* Pomerania 705
Of the Commerce of Livonia, *and its principal Cities* 706
Of the Commerce carried on at Archangel, *and other Places of* Muſcovy 707
Of the Trade of Sweden 711
Of the Commerce of Switzerland *and* Geneva 713
Of the Weights uſed throughout Great Brit. 720, &c.
Of thoſe uſed in France, Holland, Coningſberg, Dantzick, Elbing, Stetin, Lubeck, Breſlau, Bremen, Naumbourg, Erfurt, Berne, Cologne, Ghent, Bruſſels, Malines, Bruges, Liſle, St. Malo, Bayonne, Genoa, *and* Rome 721, &c.
Leghorn, Florence, Lucca, Palermo, Venice, Bologna, Bergame, Naples, Smyrna, Conſtantinople, *and* Aleppo 722
Tripoli, Seyda, Alexandria, *and* Grand Cairo 723
A Table of the Agreement, which the Weights of the principal Places in Europe *have with each other* 724
Ditto of the dry Meaſures for Corn 726 *to* 729
A Table of the Agreement of diverſe Meaſures with thoſe of Amſterdam, Paris, *and* Bourdeaux 730 *to* 735
An Abſtract of the correſpondent Weights and Meaſures of the different Species of Corn in Flanders *and* Germany 736 & ſeq.
Ditto of Long Meaſures 738, 742, 743
A Table of the Agreement which the Long Meaſures of the chief Places in Europe *have with each other* 742 & ſeq.
The Meaſures of France *and other Countries reduced into Feet, Inches, and Lines* 744
The Correſpondency of the Length of a Foot in diverſe Places ib.
Of Dry and Liquid Meaſures 744, & ſeq.
Of Coins, both Real and Imaginary, in all Countries 747 &c.
An Alphabetical Liſt of the Coins, Weights and Meaſures of Aſia, &c. 757 to the End.

THE

AN HISTORICAL DEDUCTION of TRADE From its ORIGINAL.

COMMERCE is almoſt as old as the Creation, and a very ſmall Increaſe of Mankind proved its Utility, and demonſtrated the natural Dependance our Species had upon one another: Their Employs were (by the wiſe Diſpoſition of Providence) ſuited to their Wants; and the diligent Diſcharge of the one (by his Bleſſing) rendered ſufficient to ſupply the moderate Cravings of the other; and tho' Tilling of the Earth, or Feeding of Flocks, were the ſole primevous Labours, yet (limited as they were) they could not be exerciſed by our firſt Parents, with that Comfort their great Creator deſigned them, without a mutual Correſpondence and Traffick, as the Huſbandman's Subſiſtence would have been poor without the Graſier's Help, and the latter's comfortleſs, under the Want of Corn, Fruits, and Pulſe to his Milk; this led them to an Exchange of Commodities; and thus *Commerce* commenced in the Infant World, and ſo continued whilſt our *Progenitors* could content themſelves with theſe Riches of Nature, and were not obliged by a growing Poſterity, to alter their Method in diſpoſing of them. But when this became the Caſe, and buying and ſelling by the Intervention of Money was found moſt convenient in their commercial Engagements, this Method was invented and adapted in lieu of *Barter* by the moſt poliſhed Nations, and ſo handed down to us, with the Exception of thoſe Savages, (and ſome People not much better) where the Uſe of Coin has hitherto remained unknown, and their Traffick carried on in its primitive Way, tho' not always with its native Simplicity. But before this Alteration, and great Increaſe of Mankind, their Deſires were eaſily ſatisfied, as their Wants were the Boundaries of them; they contentedly made the Fleece of their Sheep ſerve them for Cloathing, and their Hunger found a ready Supply from their Gardens and Kine: A neighbouring Spring ſlacked their Thirſt; and a Tree, or a Tent, was ſufficient to defend them from the Inclemencies of Weather, in thoſe Climes where the firſt Race was ſettled.——Their Labour procured them a ſatisfactory Support, and the Products of the Earth and Cattle ſerved them both for Neceſſaries and Regales, 'till their Corruptions brought in Fraud, and this gave birth to Avarice and Violence; the Stronger began to invade the Weaker; and as theſe oppreſſive Acquiſitions could only be maintained by Force and Policy, Cities were built, and Governments formed; and when by this Means an aggregated Number ſwelled to too great a Magnitude, to have their Neceſſities ſupplied by their neighbouring Territories, they were compelled to ſeek for remoter Helps, by Commerce, deſtroying thoſe halcyon Days, pregnant with the Bleſſing of Health and Peace, by the Introduction of Luxury and Exceſs, which ſpreading as Trade did, carried with them a long Train of Miſchiefs and Diſeaſes, quite changing the Face of the primeval Golden Age, ſo replete with Quiet and Tranquillity: Diſtempers and Diſquiets flowed in from this Defection; and our unhappy Forefathers no

ſooner quitted the Rules of Abſtinence and Moderation, than they found this Deviation and Change productive of a thouſand Ills, deſtructive both to the Eaſe of Mind and Body. But tho' theſe were the fatal Conſequences of Commerce thus abuſed, yet the Growth of vitiated Mankind, and the peopling thereby of different Parts and Continents, rendered the Continuation of it abſolutely neceſſary for their Comfort and Support; and Life itſelf would have proved burthenſome, without this Means of mutual Aſſiſtance, which in proceſs of Time, encreaſing as Mankind did, and Mens Views and Deſigns being extended in proportion to their Deſires, Trade was no longer limited to the providing Neceſſaries only, but Profit was ſought in, and became a Motive to, the carrying it on; which however might occaſionally have *promoted* both Unity and Charity among them, had the Correſpondence been conducted with that Sincerity it ought; and by this Means rendered productive of thoſe reciprocal Benefits and Advantages, that naturally accrue from the Supplying the Wants of one Country, with the Superfluities of another. And tho' the Degeneracy of Mankind has perverted theſe Lines leading to Happineſs, from having the intended Effect, by their intermixing Cozenage and Deceit in their Dealings, and for many Ages paſt, made *Ambition* and *Avarice* the Motives to the Continuance and Extenſion of Trade, more than Want; yet theſe ſiniſter Deſigns have accidentally proved very beneficial to theſe latter Ages, as it is probable without ſuch Excitements, the greateſt Part of the World had ſtill remained unknown to us; but puſhed on by the Deſires of Gain, in order to ſupport the one, and ſatisfy the other, Men have made the many Diſcoveries which lay hid for Ages, and diſregarded the Riſks they run, and the Inconveniencies they ſuffered, whilſt they conſidered themſelves in the Road to Riches and Preferment; the pleaſing Proſpect animated them to freſh Engagements, and a Succeſſion of theſe, opened to us the wide Field for Trade that now lies before us; and whatever the Motives were to the daring Enterprizes of former Ages, we of this, are greatly indebted to the Undertakers of them, for many of the Comforts and Conveniencies of Life. And my Deſign in the Remainder of this Chapter, being to ſhew the Advantages we receive from their Labours, and to deduce the Growth and Progreſs of Trade, from the ſmall Beginnings I have mentioned; I ſhall haſten to let the Reader ſee in a ſmall Tract, the beneficial Influence it always had, and ſtill has, on human Affairs; and that all Nations have encreaſed in Strength and Power, or remained weak and abject, in Proportion as they have encouraged or neglected Commerce; which is now become an univerſal Means, that offers itſelf to every one, for the Improvement of his Fortune, and from whence the moſt flouriſhing States derive their Strength, the Sovereigns their ſureſt Funds, and Particulars the Eſtabliſhment of their Families in Eaſe and Splendor.

Whoever runs over all the Ages of the World, will find, that the Hiſtories, even of the moſt warlike Nations, will furniſh him with as large Accounts of their *Commerce* as of their *Conqueſts*, and the Narrative to be equally extenſive and full on the one Subject, as on the other.

If the greateſt Empires were eſtabliſhed by Valour and the Force of Arms, they were made firm, and ſupported, *only*, by the Succours, which Trade (with the Labour and Induſtry of the People) furniſhed them with; and the Conquerors would ſoon have languiſhed, and periſhed with the Conquered, had they not (as the Scripture expreſſes it) converted the Iron of their Arms into Ploughſhares, and had recourſe to the Riches which *Agriculture*, *Manufactures*, and *Commerce* produce, in order to preſerve and improve, by the tranquil Arts of Peace, the Advantages acquired in the Horrors and Tumults of War.

And to enter more largely into the Proof of the above general Aſſertion, of the Utility and Excellence of *Trade*, let us look back into the firſt Ages of the World, and bring the Hiſtory of *it* down to our own Times; and I flatter myſelf, that I ſhall be able ſolidly to prove, by the Examples I ſhall produce, that the Nations, neither were, nor are, powerful; the Cities rich, nor populous, but in Proportion as they have extended their *Commerce*; and thoſe Princes do not well underſtand their own Intereſts, nor will render their Reigns flouriſhing, or their People happy, who do not by all Means encourage and protect their trading Subjects.

Monſ. HUET * (the illuſtrious and learned Author of that excellent Book, entitled, *A Treatiſe of the Commerce of the Ancients)* ſeems perſuaded, that the *Phenicians* were the firſt Navigators in the World; tho' many think the ingenious Dr. GARCIN, with more Probability, aſſigns it to the *Arabians*, in the little Tract he has communicated to the Publick about it; and conſcious of my own mean Capacity, I ſhall not preſume to offer my Sentiments, in ſo intricate an Affair, more eſpecially after what has been ſaid by thoſe learned Authors on the Subject, but give my Reader their own Words, in which he will find the

* Biſhop of *Avranches* or *Soiſſons*.

Reaſons

Reaſons they aſſign for their different Concluſions, and from which he may draw Motives for fixing his Judgment, on the Side he thinks moſt agreeable to it, and Truth. I ſhall begin with the Opinion of the firſt of theſe great Men, and conclude the Chapter with that of the latter.

COMMERCE OF THE TYRIANS.

The PHENICIANS, and *Tyre* their Capital, are the firſt that preſent themſelves on examining the Commerce of the Ancients; and theſe will ſufficiently prove, to what a height of Glory, Grandeur and Riches, a Nation is capable of attaining by the ſole Reſources of Commerce.

Theſe People (as is remarked by the aforeſaid Mr. HUET) only occupied a narrow Border along the Sea Coaſt, and *Tyre* itſelf was built on an ungrateful barren Soil, which when moſt fruitful and productive, was inſufficient to ſupport that great Number of Inhabitants, which the firſt Succeſſes of *Trade* had brought thither.

Two Advantages, however, indemnified this Defect; they had excellent Ports on the Coaſt of their little State, particularly that of their Capital; and they were born with ſo happy a Genius for *Trade*, as to be commonly aſſociated with the *Egyptians*, in the Honour done theſe latter, by ſuppoſing them the Inventors of *Naval Commerce*, particularly that of long Voyages.

The *Phenicians* knew ſo happily how to profit by theſe two Advantages, that they ſoon became Maſters of the Sea and *Commerce*. *Lebanon*, and the other neighbouring Mountains, furniſhed them with excellent Wood for the Conſtruction of their Ships; and they had in a ſhort Time numerous Fleets, which ran the Hazards of unknown Voyages to eſtabliſh their Trade; and their People multiplying almoſt to Infinity, by the great Number of Strangers, which the Deſire of Gain, and the ſure Occaſion of enriching themſelves, drew to their City; they found themſelves in a Condition to ſend out many Colonies, particularly that famous one of *Carthage*, which preſerved the *Phenician* Spirit in Regard of Traffick, and did not yield any Thing to *Tyre* itſelf in its Trade, whilſt it greatly ſurpaſſed it in the Extent of its Dominion, as there will be Occaſion to ſhew hereafter.

The Degree of Glory and Power, to which the *Commerce* and *Navigation* of *Tyre* had raiſed it, rendered it ſo famous, that the Report of prophane Authors would hardly be believed deſtitute of Exaggeration, had not the Prophets themſelves ſpoke of it, with ſtill greater Magnificence; ſo that the Deſcription of its Grandeur, of its Forces, and the almoſt incredible Number of its Veſſels, Merchants and Merchandizes, makes one of the moſt beautiful Paſſages, in the Prophecy of *Ezekiel*, which could not poſſibly be forgot, when we are ſpeaking of the Excellence of *Commerce*, and its Splendor. And the Prophet *Iſaiah* likewiſe ſays, That *Tyre* is the common City of all Nations, and the Center of all *Commerce*, and in a Word, is the Queen of Cities, whereof the Merchants are Princes, and which has for Traders the moſt illuſtrious Perſons of the Earth. Such was the ancient *Tyre*, when (following the Prophecies of *Ezekiel)* ſhe fell, or ſunk, under the Arms of *Nebuchadnezzar*, after a Siege of thirteen Years. It is true, that Providence had (if we may ſo ſay) ſecured an Aſylum and Reſource to the Inhabitants of this unfortunate City; for the *Tyrians*, during ſo long a Siege, had both the Precaution and Time, to fortify a neighbouring Iſland, where they eſtabliſhed their maritime Forces, and where their Merchants retired with their Stores and Merchandizes, and there continued a Buſineſs ſo flouriſhing, that the taking and ruining of their firſt City, did not deſtroy their Empire of the Sea, nor the Reputation of their *Commerce*.

It was this new City of *Tyre*, which, truſting in its Riches and Puiſſance, dared afterwards to reſiſt *Alexander the Great*, already Maſter of one Part of *Aſia*, and had like to have interrupted, for ſome Time, the Courſe of his Victories; but in Pay of its Timerity, it was entirely deſtroyed by the Conqueror; and to the End there might remain to it no Hopes of being raiſed from its Fall (as the firſt Time) he removed its *Marine* and *Commerce*, transferring them to *Alexandria*, a new City that its Founder intended to make the Capital of the Empire of *Aſia*, of which he then meditated to atchieve the Conqueſt.

COMMERCE OF THE CARTHAGINIANS.

Whilſt the one and the other *Tyre* experienced theſe great Revolutions, *Carthage*, a *Tyrian* Colony, as aforeſaid, augmented its Forces by *Trade*, and by that, put itſelf in a Condition, once to diſpute with *Rome* the Empire of the World.

Theſe new *Africans* ſoon reaped the Benefits, which the happy Situation of their City offered, and profited by the Genius for *Trade* and *Navigation*, which they had brought with them from *Phenicia*; they made their Fleets and Merchants paſs on one Side to the Ocean, beyond the Pillars of *Hercules*; and on the other, along the whole weſtern Coaſt of *Europe*; and if ſome Authors may be credited, their Pilots and their Merchants, even had the Boldneſs, or good Fortune, to be the firſt that penetrated as far as thoſe unknown Lands, of which the Diſco-

very, many Ages afterwards, has done ſo much Honour, and brought ſo much Profit to the *Spaniards.*

The *Carthaginians*, quite occupied in their *Commerce*, never thought (till too late) to value themſelves on the immenſe Riches, which they had amaſſed (by this Means) for extending their Dominion abroad; but their being tired of their pacifick Merchant State, coſt them dear.

Their City, which *Trade* had peopled with above ſeven hundred thouſand Inhabitants, was ſoon deſerted, to furniſh their Armies with Troops and Recruits. Their Fleets accuſtomed ſolely to carry their Merchants and Merchandize, were now only loaded with Soldiers and warlike Stores, and of their wiſeſt and more fortunate Traders, were formed thoſe Chiefs, and Generals of Armies, which were deſtined to make *Rome* tremble, and put *Carthage* in a Condition to become the Miſtreſs of the World.

The high Feats of Arms of the *Carthaginians* in *Sicily*, *Sardinia*, *Spain*, and particularly in *Italy*, under the famous HANNIBAL, and alſo the Diſorder of their Affairs by the Victories of the two SCIPIOS, are Facts well known, and are of two little Import to the Matter of which we treat here, to call for any Detail of them; and I ſhall only add, that *Trade* had raiſed *Carthage* to ſo high a Degree of Riches and Power, as obliged the *Romans* to a fifty Years cruel and doubtful War, to ſubdue this Rival; and in fine, triumphant *Rome* believed ſhe could not entirely ſubjugate and reduce her by any better Means, than cutting off thoſe Reſources which ſhe might yet find in Trade, and which, during ſo long a Time, had ſupported her againſt all the Forces of the Republick.

It was in effect, that Reſolution of the Senate, which decided the Fate of *Carthage*; and the *Carthaginians* themſelves were ſo terrified, that having apprehended by this Deſign, they ſhould be obliged to give up their Fleet, and to retire inland five Leagues from the Sea, they choſe rather to expoſe themſelves to the Hazards of the third *Punick* War (ſo fatal to them) than to renounce, ſo eaſily, the only Hope that could remain to them in their Misfortunes, and voluntarily conſent to ſee their *Commerce* paſs to *Utica*, where they knew the *Romans*, to atchieve their Ruin, propoſed to transfer it, as we have ſaid *Alexander* did that of *Tyre*, to the new City he had given his Name to, when he determined to puniſh the *Tyrians* for having dared to retard his Conqueſts.

COMMERCE OF THE EGYPTIANS.

ALEXANDER lived too ſhort a Time to be Witneſs of the happy and flouriſhing State, to which *Commerce* would elevate this laſt City. The *Ptolemies*, who after his Death had *Egypt* for their Part of his Conqueſts, took care to ſupport the *Infant Trade* of *Alexandria*, and ſoon brought it to ſuch a Degree of Perfection and Extent, as to bury in Oblivion both *Tyre* and *Carthage*, which, during ſo long a Time, had carried it on, almoſt alone, and had reaſſembled to them the *Commerce* of all other Nations.

The ſo ſudden Succeſs of the *Commerce* of *Alexandria*, ought not to occaſion much Surprize, when Reflection is made on its happy Situation, which rendered it ſo commodious to be the Depoſitory of all Merchandizes from the Eaſt and Weſt.

This famous City had on one Side a free *Commerce* with *Aſia*, and all the Eaſt, by the *Red Sea*; the ſame Sea and the *Nile*, gave her Entrance into the vaſt and rich Countries of *Ethiopia*. The *Commerce* of the reſt of *Africk* and *Europe*, was open to her by the *Mediterranean*; and if ſhe would carry on the *interior Commerce* of *Egypt*, ſhe had beſides the Conveniency of the *Nile*, and *Canals* made by the Hands of Men, (Works immortal, and almoſt incredible, of the firſt *Egyptians)* ſhe had, I ſay, the Help of Caravans, ſo convenient for the Safety of Merchants, and for the Tranſportation of their Merchandizes.

There was added a large and ſafe Port, where foreign Veſſels arrived from all Parts, and from whence departed inceſſantly the *Egyptian* Veſſels, which carried their *Merchants* and *Commerce* to all Parts of the then known World.

It was this Conveniency of depoſiting Merchandizes at *Alexandria*, that ſpread thro' all *Egypt* thoſe immenſe Riches, which rendered their Kings ſufficiently powerful to ſupport themſelves, for more than an Age, againſt the *Romans*, who endeavoured from Time to Time, to ſubdue ſo fine a Kingdom: Riches ſo conſiderable, that Hiſtorians affirm, that the Product only of the Cuſtoms of Importation and Exportation, upon the Merchandizes that paſſed the Cuſtom-houſes of *Alexandria*, amounted annually to more than thirty millions of Livres (or about 2,250,000*l.* Sterling) tho' the major Part of the *Ptolemies* were moderate enough in the Impoſts which they laid on their People.

COMMERCE OF THE ROMANS.

Before the Battle of *Actium*, the *Romans* had always found, in the Spoils of the Nations they had ſubjected, from whence to fill the Treaſury of the Republick, and at the ſame Time to furniſh a Sufficiency for the Expences, in which the Plan of an univerſal Monarchy continually engaged them.

Theſe Reſources beginning to fail them, the *Commerce* of *Egypt* ſeemed very proper to ſupport by its Riches

Riches (and as I may ſay, by its Credit) the Reputation and Empire of *Rome*.

From the Time that Augustus had reduced this Kingdom to a Province, he earneſtly endeavoured to make the *Trade* of *Alexandria* flouriſh more than ever, and at the ſame Time he augmented that, which the *Egyptians* had always maintained, or carried on in *Arabia*, the *Indies*, and to the moſt remote Parts of the Eaſt, by Way of the *Red Sea*.

Alexandria become *Roman*, was only inferior to *Rome* itſelf, in Grandeur and in Number of Inhabitants. The Magazines of the Capital of the World, were no longer filled but with the Merchandizes which came to it from the Capital of *Egypt*; and very ſoon neither *Rome*, nor all *Italy* ſubſiſted, but by the Corn and other Proviſions, brought to it by the Merchants and *Egyptian* Fleets; and that in ſo great a Quantity and Abundance, that an Hiſtorian (*Joſephus*) affirms, (tho' doubtleſs with ſome Exaggeration) that *Alexandria* yielded more Riches to the Treaſury of *Rome* in one Month, than all *Egypt* in a Year: Tho' if *Pliny*'s Calculation is to be credited, the Profits of the *Commerce* of *Egypt*, amounted yearly for *Rome*, to 125,000,000 Crowns * (and theſe at 54*d.* to about 28,125,000*l.* Sterling, as the Exchange is thro' this whole Work) that is to ſay, a hundred Times more than the *Romans* employed, whoſe ordinary Expences did not amount to above 1,250,000 Crowns.

This great *Trade*, (which ſoon made that of all the other Provinces of the Empire flouriſh) augmented inceſſantly, and made the Senate determine to maintain it, by the Corporations it eſtabliſhed in *Rome*, for *Trade* and *Traders*, by the Laws which it made in their Favour (or rather by thoſe of the *Rhodians*, which it adopted, and which are long ſince become a Specie of the Law of Nations, for the *Navigation* and *Commerce* of the *Mediterranean*) by the Magiſtracy it encharged with their Execution, and by the Protection which it afforded to the Merchants, as well Strangers as *Romans*, in all the Extent of the Empire.

Alexandria, notwithſtanding, had in the End the Fortune of *Tyre* and of *Carthage*. *Trade* had raiſed her, and the Fall of her *Trade* overſet her. The *Saracens*, who ſeized on *Egypt*, in the Reign of *Heraclius*, having by their Fierceneſs driven away the Merchants, who love Tranquillity and Peace, this City, which then held the firſt Rank after *Rome* and *Conſtantinople*, hardly preſerved any thing of its ancient Splendor; and tho' it afterwards regained ſome Vigour under the Sultans, and the ſame now from the Chriſtian Nations, which carry on the *Levant* Trade, and maintain a tolerable good Buſineſs; it is, however, no longer poſſible to know again that ancient *Alexandria*, ſo famous, and which by its *Trade*, was for ſo long a Time the Glory and Support of an Empire, which in Truth, was founded by Arms, but that received its principal Strength from *Commerce*.

Commerce of the Gauls.

Before we proceed to treat of the *Commerce* of the Moderns, we will yet add ſome Examples of the *Gallick* Cities, which were formerly rendered famous by the Enterprizes of their Merchants.

It is eaſy to demonſtrate to the *French* of the preſent Times, (to excite them to revive their Trade) that the Goût and Genius of the Nation, has been always divided between the Glory, which it acquired by its *Arms*, and the ſolid Advantages produced by *Trade*.

Marſeilles, the moſt ancient Ally of the *Romans*, equally celebrated for its Antiquity, for the Wiſdom and Equity of its Senate, for the Sciences taught in its Academies, for the many Colonies it eſtabliſhed, and for the Wars it glorioſly maintained againſt ſo many different People, jealous of its Riches, was indebted only to its *Trade* for theſe Advantages; and it was ſolely by the Means of *Commerce*, that it arrived in ſo ſhort a Time, to that high Point of Reſpect and Power, as to render it for a long Time the Arbitrator of the neighbouring Nations, who were drawn there to learn the Arts and Politeneſs of *Greece*, which its firſt Inhabitants brought from *Aſia*, when they left it, to ſettle among the *Gauls*.

The Example of *Marſeilles* ſoon animated the greateſt Part of the *French* Cities to *Trade*, more eſpecially thoſe that were ſituated upon the ſame Sea, or that were not far diſtant.

Arles became famous for its Experience in Navigation, and for its Ability in the Art of building Ships. It likewiſe diſtinguiſhed itſelf for the Invention of diverſe Manufactures, and above all its Works in Gold and Silver gave it a great Reputation.

Narbonne even yet exceeded *Arles*, and ſo long as its Port exiſted, it ſaw arrive Fleets from the *Eaſt*, *Africk*, *Spain*, and *Sicily*, loaden with all Sorts of Merchandize; whilſt the Inhabitants on their Side, equipped their own Ships to carry abroad the Products of their Country, or the Manufactures which were owing to their Induſtry.

* Monſ. *Savary* calculates a *French* Crown to be worth 54*d.* Sterling, at the Time of his writing, tho' it is greatly altered ſince.

When

When the Alteration of the Courſe of the River *Aude*, had accaſioned its deſerting the Port of *Narbonne*, *Montpellier* took the Advantage of that's Decline; and this laſt *City*, received in her own, Ships from all Parts of the *Mediterranean*, which arrived before in that of the firſt mentioned.

There were yet reckoned among the Number of the *French* Cities, ſituated on this Coaſt, which Trade had rendered flouriſhing (tho' in a very inferior Degree to thoſe juſt now mentioned) *Agde*, *Toulon*, *Antibes*, *Frejus*, and *Aigue-Morte*, particularly the laſt, before the Sands of the *Rhone* had left it at a Diſtance from the Sea; and no one can be ignorant, that even to the Time of *St. Lewis*, this was where the Embarkments were made for the holy Wars, and that it was the Merchants of this Place, which furniſhed that great and holy King, with the greateſt Part of the Ships, that compoſed that numerous Fleet which he fitted out in the laſt Years of his Life, for his Expedition againſt *Tunis*.

The *Gallick Ocean* had likewiſe its Ports and Cities for *Trade* of great Reputation; as *Bourdeaux* in *Guyenne*, *Vannes* and *Nantes*, in *Bretagne*; and the famous *Cerbillon*, (now unknown) which *Strabo* places near the Mouth of the *Loire*.

In fine, in the inland Country was *Lyons*, (a City yet ſo famous for its *Trade*) where, if we may believe ſome Authors, there formerly aſſembled, no leſs than ſixty Nations, to treat of their *Commerce*, and which, from that Time, (by its happy Situation at the Confluence of the *Rhone* and *Saone*) extended, as one may ſay, its Arms, from the *Ocean* to the *Mediterranean*, and was become as a general Staple, or Storehouſe, for all the *French* Merchandizes, without reckoning the *Trade*, which ſhe carried on in all the *Levant*, and particularly in *Egypt*, by Means of the Correſpondences which ſhe had with *Arles* and *Marſeilles*.

Re-establishment of Commerce in the West.

Let us now paſs from the ancient Hiſtory, to thoſe of the middle Age, and lateſt Times; and theſe two Hiſtories will furniſh us with Facts, which will not be leſs intereſting, nor leſs glorious to *Commerce*, than thoſe of which Antiquity has taken care to preſerve to us the Memory.

The Fall of the *Roman* Empire had drawn after it, that of all the People who had ſubmitted to it. The Inundation of the *Barbarians*, ſo fatal to the Sciences and polite Arts, was not leſs ſo to *Trade*; and if the Learned ſaw their Libraries, and the fineſt Works ſacrificed to the Flames, by People equally fierce and ignorant; the Merchants had not more Power to ſave from their Fury, either their numerous trading Fleets, with which they covered both the one and the other Sea, nor the vaſt Magazines, which they had always full of Merchandizes the moſt uſeful and rich.

So that whilſt theſe Nations, greedy of Blood and Pillage, were fighting with the *Romans*, or whilſt they were diſputing among themſelves the Poſſeſſion of the Countries they had uſurped, all their *Commerce* conſiſted only in the Spoils of the vanquiſhed; and they had no other *Trade*, than the ſharing of thoſe immenſe Treaſures which they found amaſſed in all the Towns of the Empire which they ſacked, and particularly in the Capital, which was more than once expoſed in Prey to their Fury and Avarice.

But after that the braveſt and moſt fortunate of theſe Barbarians had formed puiſſant Monarchies from the Ruins of the *Roman* Empire: After that they were eſtabliſhed, ſome among the *Gauls*, as the *Franks*; others in *Spain*, as the *Goths*; and others yet in *Italy*, as the *Lombards*; they ſoon learnt from the People they had ſubjected, and whom they had afterwards aſſociated, the Neceſſity of *Commerce*, and the Manner of carrying it on with Succeſs; and they became ſo ſkilful, that ſome of them were in a State or Capacity of giving Leſſons to others; for it is to the *Lombards* that the Invention and Uſage of the Bank, of Books with double Entries, of Exchanges, and a Number of other ingenious Practices, which facilitate and ſecure *Trade*, are commonly attributed.

It does not appear very certain who were the People of *Europe*, which (after that the new Maſters had divided it, and recalled Peace) applied themſelves firſt to *Trade*, and made it flouriſh.

Some Injunctions of *Charlemagne*, and of *Louis de Debonnaire* might make it believed, that it was by *France*, that *Commerce* re-eſtabliſhed itſelf in the *Weſt*, and the Laws that thoſe two Princes made, either to hinder their Subjects from a contraband Trade with their Neighbours, or to eaſe the Merchants, which trafficked in the interior Parts of their Eſtates, from the new Impoſitions which they would have laid on their Merchandizes, at leaſt ſhews that the *French*, before the eighth Century, did not carry on an inconſiderable *Trade*, either within or without the Kingdom.

There is, however, an Appearance, that the Civil Wars, which were ſo frequent under the Reign of *Debonnaire*, and during that of his Children, ſoon interrupted the firſt Succeſs of *Commerce* (revived in *France*) and the Incurſions of the *Normans*, which laid waſte almoſt at the ſame Time the *French Empire*, having entirely deſtroyed *Trade*; the *Italians* had a Juncture to acquire the Glory of being its new Reſtorers,

ſtorers, as they ought to have that of afterwards recalling the liberal Arts and Sciences, which had been baniſhed ever ſince the diſmembering the *Roman* Empire.

It is therefore to the People of *Italy*, particularly to thoſe of *Venice* and *Genoa*, that the Re-eſtabliſhment of *Commerce* is indebted ; as it is alſo to *Commerce* that theſe two famous Republicks, which have been ſo long Rivals, owe their Glory and Puiſſance.

COMMERCE OF THE VENETIANS.

In the Bottom of the *Adriatick Sea*, there were a Quantity of ſmall marſhy Iſles, ſeparated only by narrow Canals but covered, and (as one may ſay) ſecured, by diverſe Moraſſes, which rendered the taking them almoſt impracticable. Here ſome Fiſhermen retired, and lived on the ſmall Traffick which they made with their Fiſh, and of the Salt which they drew from the Ponds on ſome of theſe Iſles.

It was theſe Iſlands which ſerved for a Retreat to the *Venetians*, a People of that Part of *Italy* which is along the Gulf, when *Alaric* King of the *Goths*, and afterwards *Attila* King of the *Huns*, came to ravage *Italy*, particularly after that this laſt (who highly merited the Name of the Scourge of God, which he had given himſelf) had taken *Padua* and *Aquila*, and had reduced them to Aſhes.

Theſe new Inhabitants of the Moraſſes, did not at firſt compoſe any Body Politick, but each of the ſeventy-two Iſles of this little Archipelago had for a long Time their proper Magiſtrates, and, as one may ſay, a ſeparate Sovereignty.

When their *Commerce* became ſo flouriſhing as to give Jealouſy to their Neighbours, the *Venetian Iſlanders* thought of forming themſelves into a *Republick*, and it was this Union (firſt begun in the ſixth Century, but not perfected till towards the Middle of the eighth) which laid the moſt ſolid Foundations of the *Power* and *Commerce* of the *Venetians*, particularly that of the laſt, which during more than four Ages, had not in any reſpect its Equal in all *Europe*.

Until the Union of the Iſles, the Trade of their Inhabitants ſpread but little beyond the Coaſts of the *Mediterranean* ; but the Eſtabliſhment of the new Republick, having given Courage and Strength to their Merchants, their Fleets were in a ſhort Time ſeen to viſit the moſt diſtant Ports of the Ocean, and afterwards thoſe of *Egypt* ; and by the Treaties made with the Sultans, under the Pope's Approbation, ſecured the Trade of Spices, and other rich Merchandizes of the Eaſt, which they were to purchaſe at *Cairo*, a new City the *Saracen* Princes had built on the Banks of the *Nile*.

The Riches of the *Venetians* encreaſed to ſuch a Degree, by the *Commerce* with *Egypt*, that they thought themſelves ſtrong enough to undertake ſome Conqueſts, and to form, from the taking a Number of important Towns, what they called their State of *Terra firma*, which rendered them yet more conſiderable in *Italy*, tho' they loſt a Part, after the famous League of *Cambray*.

Animated by theſe firſt Succeſſes, and ſupported by the Reſources of their *Commerce*, and by the inexhauſtable Funds, which their Merchants were capable of furniſhing to the Treaſury of the Republick, *Venice* happily carried her Arms yet farther, and extended her Conqueſts on the Side of the *Morea*, and in many of the principal Iſles of the *Mediterranean* and *Archipelago*, which ſhe ſubjected to her Dominion ; and to complete her Glory, ſhe had a great Share in almoſt all the Croiſades which were made for the Recovery of the Holy Land, or for the Succour of the Chriſtians of the *Levant*, as well as the taking of *Conſtantinople*, and the Conqueſt of the beſt Part of the *Grecian Empire*, which paſt under the Dominion of the *French* Princes, in the beginning of the thirteenth Century.

Venice was in this State of Proſperity and Glory, when ſhe experienced the Lot of ſo many powerful Cities, which the Fall of their *Commerce* had either ruined or weakened ; ſhe found in the Diminution of her own, the fatal Term of that Puiſſance which had given Umbrage to ſo great a Number of Princes combined to her Deſtruction, who ſigned the Treaty of *Cambray* in 1508, and two of her moſt celebrated Hiſtorians take particular Notice, that their ſage Senate had not had ſo much Trouble to re-eſtabliſh their public Affairs after the famous Battle of *Aignadel*; but becauſe the Republic could not any longer find the ſame Reſources as heretofore, in the Trade of the Merchants, already greatly enfeebled by the Loſs of that of the Spices, which the *Portugueſe* had begun to carry from them, and which was yet diminiſhed from another Side, by the *Provincials*, particularly by thoſe of *Marſeilles*, who became in greater Eſteem than the *Venetians* at *Conſtantinople*, and in the principal Sea-Ports of the *Levant*, and who knew ſo well how to maintain their Credit, that very ſoon all the *Commerce* of thoſe Parts, was only carried on under *French* Colours.

COMMERCE OF THE GENOESE.

Genoa, which had re-commended an Application to *Commerce*, at the ſame Time with *Venice*, and had not been in any Degree leſs fortunate in making it flouriſh, was for a long Time a troubleſome Rival, who diſputed with the *Venetians* the Empire

pire of the Sea, and who ſhared with them the *Trade*, which they carried on in *Egypt*, and in all the other Ports of the *Levant*, and of the Weſt.

A Jealouſy was not long in breaking out, and the two Republics having come to Blows, it was not till after three Ages, of an almoſt continual War, (only ſuſpended by ſome Treaties) that the *Genoeſe* (commonly ſuperior to the *Venetians*, and which was ſignalized by many Advantages that they had gained, during the new Wars they had together) loſt about the End of the fourteenth Century, their Reputation and Superiority at the Battle of *Chiozza*, where ANDREW CONTARINI, *Doge*, and *General* of the *Venetians*, ſecured to his Republick (by a happy Deſperation) the Honour of an unequal Combat, which decided forever a Quarrel ſo famous, and brought to *Venice* the Empire of the Sea, and the Superiority of *Trade*, which were the Reward of a Victory ſo unexpected.

Genoa was never able to riſe again from its Loſs, and victorious *Venice* enjoyed for a whole Century its Advantages, both in *Trade* and *War*; but in fine, theſe two Republics, altho' very unequal for the Rank which they have now in *Europe*, and for the Figure that they make, are become as one may ſay, to a Sort of equality in *Trade*, with this Difference however, that the *Venetians* carry on a greater than the *Genoeſe* in the *Levant*; and the *Genoeſe* a more conſiderable one than the *Venetians* in *France*, *Spain*, and other Chriſtian States in *Europe*.

COMMERCE OF THE HANSEATICK TOWNS.

At the Time *Commerce* recommenced and gained Strength in the meridional Parts of *Europe*, there was formed in the North a Society of Merchants, which not only brought it to all the Perfection it was capable of having, before the Diſcovery of the *one* and the *other India*, but alſo begun to give it thoſe Laws it has continued to obſerve under the Name of *Uſes* and *Sea Cuſtoms*, and to form a Sort of *Code*, the firſt of all thoſe which have been made for the *Marine-Trade*.

This *Society* is the famous Aſſociation of the *Hanſeatick Towns*, which is commonly believed to have begun at *Bremen* on the *Weſer*, in 1164.

It was not at firſt compoſed of more than the Towns, ſituated on the *Baltick Sea*, or of thoſe that were but little diſtant. Its Reputation and its Forces encreaſing, there were but few of the trading Towns in *Europe*, which were not deſirous of engaging in it. FRANCE furniſhed to the *Confederation*, *Rouen*, *St. Malo*, *Bourdeaux*, *Bayonne*, and *Marſeilles*; SPAIN, *Barcelona*, *Sevil*, and *Cadiz*; ENGLAND, *London*; PORTUGAL, *Liſbon*; the LOW COUNTRIES, *Anvers*, *Dort*, *Amſterdam*, *Bruges*, *Rotterdam*, *Oſtend* and *Dunkirk*; ITALY and SICILY, *Meſſina*, *Livorno*, and *Naples*.

The End of the fourteenth Century and the Beginning of the fifteenth were the moſt flouriſhing Times of this Alliance; it was then it preſumed to declare War againſt Kings; and Hiſtory has not forgot, that which it made againſt *Waldemar*, King of *Denmark* about 1348, and againſt *Eric* in 1428, particularly this laſt; where the *Hanſeatick Fleet* was compoſed of forty Ships, with twelve thouſand regular Troops, excluſive of the Sailors.

The Policy of the Princes, whoſe principal Towns had entered into this Aſſociation, thought it ought to give Bounds to a Power, which began to grow ſuſpicious, and which had not failed to become very ſoon formidable; the Means was eaſy and ſhort, each one withdrew their Merchants from the Alliance, which in a little Time (of that large Number of Towns of which it was compoſed in its greateſt Power) found itſelf reduced to only thoſe that had begun the Confederation; Towns, notwithſtanding ſtill ſo puiſſant by their *Commerce*, that they were admitted to make Treaties with the greateſt Kings, and particularly with thoſe of *France*, as very lately happened in the Reign of *Lewis* XV. and in the Regency of *Philip* Duke of *Orleans*.

Some Towns of *Lower Germany* ſtill preſerve the Name of *Hanſeatick Towns*, but for the greateſt Part, this is rather a Title with which they aim to honour themſelves, than a Mark that they continue to carry on *Trade*, under the Laws and Protection of the ancient Alliance, there not being more now than *Lubeck*, *Hamburgh*, *Bremen*, *Roſtock*, *Brunſwick*, *Cologne*, and a few others, which are truly *Hanſeaticks*, and of which the Deputies are found at the Aſſemblies, either ordinary or extraordinary, which they have for the common Intereſt of the *Aſſociation*.

The great *Trade* which *Holland* carries on with the *Hanſeatick Towns*, does not contribute a little to ſupport them in a Part of their ancient Reputation; and it is particularly to the Alliance which they have with that powerful Republic, that they owe the Preſervation of their Liberty; the Succours which ſome of them have received, has more than once ſaved them from the Enterprizes of the Princes their Neighbours, who either pretend to have a Right over them, or were jealous of the Riches that their Merchants amaſs in *Trade*.

COMMERCE OF THE DUTCH.

It is alſo *Commerce*, and the immenſe Riches which the *Dutch* have acquired by it, that laid the firſt and moſt ſolid Foundations of that Power, which has

placed them in a Condition to give ſo great Succours to their Allies; and it is only to the Reſources, which they have found in their *Trade*, that they owe that Degree of Strength and Credit, in which at preſent their Republic appears; a Credit ſo great and ſo well eſtabliſhed, as has already for a long Time rendered it equal to Kings, and in ſome Sort the Arbitrator of their Differences.

The Inhabitants of the *Low Countries* have always been diſtinguiſhed by their *Trade*, but the Riches thereof has alſo always rendered them fierce, and impatient of any Sort of Yoke, even the moſt eaſy and moderate.

Theſe *Provinces*, already ſo well known, by their continual Inſurrections againſt their beſt Princes, having paſt in the fifteenth Century under the Dominion of the *Spaniards*, they preſently found in the Severity natural to that Nation, Motives to excite their factious Genius, and under a pretended Violation of their Privileges, by their new Maſters, they united to ſupport them, and combated ſo fortunately for Liberty, that with the Aid of the powerful Protectors, who declared for them, (and particularly *France*) ſeven among them in the End formed this Republic, which in leſs than half an Age has carried its *Arms* and *Commerce* into all Parts of the Earth, and has made Eſtabliſhments ſo ſolid, that there are no Powers, who appear capable ever to ſhake them; nor is there any likelihood that its Fall will come, but from itſelf; and that it cannot ſink, but under its own Weight, and only by Means of the too great Extent of *Trade*, which it may not be longer in a Condition to ſupport.

The *Spaniards*, to ſtop the Progreſs of this new-born Republic, believed that the hindering their *Trade* would ſuffice, and to prohibit that which its Merchants had always continued, (notwithſtanding the War) in all the Ports of the *Spaniſh* Dominions.

The Project was effectual, and the *Dutch*, deprived of this Reſource, would have found themſelves reduced to the laſt Extremity, if the moſt daring of their Merchants had not taken the Reſolution to go to the *Eaſt-Indies*, to partake, if it was poſſible, with the *Portugueſe*, (then united with the *Spaniards*) the immenſe Riches, which the *Oriental Trade* produced.

This Enterprize, which appeared far beyond the Power of theſe People, but ill fixed in their Liberty, or rather who ſtill fought to obtain it; this Enterprize, I ſay, after ſome unſucceſsful Voyages, was in the End fortunate, and they fitted out twenty Fleets in leſs than ten Years, which returned loaden with Spices and other Merchandizes of the *Indies*, as well as with the Spoils and Booty of the *Spaniards* and *Portugueſe*.

And to prevent the Confuſion and Diſorder, that ſo many different Companies, which were daily forming, and that had nothing in common but the Object of their *Trade*, might bring to it, it was then determined, by uniting them all together, to form that famous *Dutch Eaſt-India Company*, which ſeems inceſſantly to gain new Strength, and which, after above an Age's Continuance, has not ſuffered any Misfortune or Diminution of its Power and Glory.

This great Eſtabliſhment was made in the Year 1602, and it is this that has ſerved as a Model to ſo many other celebrated Companies, which have ſince carried a Trade from *Holland* to all other Parts of the World, and particularly to the Ports of the *Levant*, *Africk*, the *Weſt-Indies*, and in one Word, to every Place, where Buſineſs could be tranſacted: Theſe able Merchants neglected not any, and they found in the leſs important, as well as in the more conſiderable, *Profits* and *Reſources*, which ordinarily eſcaped the Notice of other Nations.

It is this *Commerce*, which may be termed univerſal, that re-aſſembles in *Holland* this infinite Number of Merchandizies, which it afterwards diffuſes in all the reſt of *Europe*.

It produces hardly any Thing, and yet has wherewith to furniſh other People all that they can have need of: *It* is without Foreſts, and almoſt without Wood, and there is not ſeen any where elſe ſo many Carpenters, which work in naval Conſtructions either for War or Merchandize. *Its* Lands are not fit for the Culture of Vines, and *it* is the Staple or Mart of Wines, which are gathered in all Parts of the World, and of Brandies drawn from them. *It* has no Mines nor Metals, and yet there is found almoſt as much Gold and Silver, as in *New Spain* or *Peru*, as much Iron as in *France*, as much Tin as in *England*, and as much Copper as in *Sweden*. The Wheat and other Grains that are *there* ſowed, hardly ſuffice for Nouriſhment to a Part of its Inhabitants, and it is, notwithſtanding, from *hence*, that the greateſt Part of its Neighbours receive them, either for their *Subſiſtance* or *Trade*; in fine, it ſeems as if the Spices grew *there*, that the Oils were gathered *there*; that *it* nouriſhed the precious Inſects which ſpin the Silk, and that all Sorts of Drugs for Medicine or Dying were in the Number of *its* Products, and of *its* Growth; *its* Warehouſes are ſo full, and *its* Merchants ſeen to carry ſo much to Strangers, or that Strangers come to load in *its* Ports, that there is not a Day, and it may be ſaid, a Moment, that Ships do not come in or go out, and frequently entire Fleets.

COMMERCE OF THE MUSCOVITES.

The new Commerce of the *Muſcovites*, a *Commerce* already ſo eſtabliſhed and extended, and which promiſes ſtill a more happy Succeſs; this *Commerce*, I ſay, which we ſee grow under our Eyes, merits without Doubt not to be forgotten in this Specie of hiſtorical Abridgment of the Progreſs of *Trade*, and of the Advantages which thereby accrue to thoſe Nations that apply themſelves to it.

The Situation of *Muſcovy* is one of the happieſt for *Commerce*, *its* Frontiers bordering on thoſe of *China*, give to *it* a Facility of carrying *Trade* on, in that vaſt and rich Empire, which re-unites, in ſome Sort, the whole *Traffick* of all the Eaſt. On the Side of the *Caſpian Sea*, there is offered to it that of *Perſia*, of *Armenia*, and of the *Eaſt-Indies*; it may maintain a very conſiderable one with *Conſtantinople*, and the other States of the *Grand Seignior*, by Means of the Ports, which it has, or which it may eſtabliſh, on the *Euxine Sea*; and *Archangel* ſecures to it a great *Traffick*, with *France*, *England*, *Holland*, the *Lower Germany*, and many other Nations.

In fine, to ſupport this vaſt *Trade* with Reputation, *it* does not lack any rich Merchandizes, either of what *it* has, of *its* own Products, or at leaſt, that are found there, both better, and in greater Abundance than elſewhere; and for the Tranſportation into *its* Provinces, of thoſe which come to *it* from abroad, *it* has four great Rivers, whoſe Courſes are near enough to be eaſily joined by Canals, and which diſcharge themſelves into the four Seas, by which this grand Empire is in Part bounded, providing, as one may ſay, for bringing even into the Capital, the Spoils of all the reſt of the World.

So many Advantages were for a long Time neglected, by a Nation equally fierce and lazy, and where the natural Indolence was yet maintained, by the political Diffidence and Suſpicions of the greateſt Part of their Princes, which had prohibited them all Communication with Strangers.

It is true, that after the *Engliſh* had diſcovered, by a fortunate Hazard, the celebrated Port of *Archangel*, all Nations which carried on the *Northern Trade*, had a free Admittance into this Part of the *Czar*'s Eſtates, but it was not properly till the glorious Reign of *Peter the Great* *, that *Muſcovy* knew her Strength and true Intereſts, in Regard to *Commerce*; and it is to this Monarch, (always vigilant for the Glory of his Nation, and the Proſperity of his People) that *it* is indebted, for having already carried *its Trade*, almoſt to all Places, where other Nations of *Europe* have eſtabliſhed theirs, and where, till then, the Name and Empire of the *Muſcovites* were hardly known.

It is to the Year 1697, that the Epocha of the Eſtabliſhment of this *new Commerce* ought to be fixed; a Year which ſhould for ever be conſecrated in the *Muſcovite* Feaſts, ſince it was at that Time that the political Voyages of the CZAR, *Peter Alexowitz* began, and that this Monarch formed the *Grand Deſign* of changing the Face of the *Ruſſian Empire*, and by introducing *Trade*, to bring in alſo in its *Train*, *Politeneſs*, the *Sciences*, *liberal Arts*, and the many other Advantages, which are ordinarily the Fruits of them.

For the Execution of a Project ſo worthy of him that had conceived it, that famous Embaſſy, to which was given the Name of the *Grand Embaſſy*, which without doubt it merited, on Account of the *Czar*'s Preſence, who determined to be there in Perſon, tho' *incognito*, and mixed in the Train of the *Ambaſſadors*, was ſeen to arrive in *Holland*, and afterwards paſs over to *England*.

The Pretext was the Renewal of the ancient Treaties: The true Reaſon was, that the Prince this Way found an Occaſion to come and ſtudy with theſe two Nations, ſo ſkilful and fortunate in *Trade*, the moſt ſure Grounds of that, which he deſigned to eſtabliſh in his own Eſtates.

It was then, that deſpoiled of the Marks and Grandeur, and mingled with the moſt ſimple Workmen, he did not think it unworthy of his Majeſty and of his Rank, to employ his royal Hands, in the ſame Works as they.

Sometimes with the Mallet and Chiſſel in Hand, he worked in the Yards, at all Sorts of Naval Conſtructions, which could make the Marine flouriſh. Other whiles, attentive to the Leſſons of ſome knowing Pilot, he informed himſelf of the diverſe Points of Wind that reigns at Sea, or learned the Manner of uſing the Compaſs and Sea Charts for a ſafe Navigation. At other Times he took the Shuttle, and ſtudied in the Manufactories the Art of making thoſe fine Cloths, which the *Engliſh* and *Dutch* had till then ſold ſo dear to his Subjects. Sometimes alſo, by Converſation with the moſt able Merchants, he ſought to penetrate into the Secrets of the *Bank* and *Exchange*, and to ſecure before-hand Correſpondents at *London* and *Amſterdam* to the Bankers, which he propoſed to eſtabliſh in the principal Towns of his Eſtates. In fine, nothing eſcaped his Curioſity, nor from the Deſire which he had to form his Subjects to Arts or Manufactures; and as if he deſigned ſome-time

* This great Prince died in the Year 1725.

time or other to ſerve them as a Maſter in the Fabric of all Sorts of Works, he himſelf ſerved a Sort of Apprenticeſhip, and he was ſeen aſſiduous in the Work-Houſes of the moſt able Artificers; here to handle the Iron with the Blackſmith, there cutting Wood with the Carpenter; in another Place, twiſting Hemp with the Ropemaker; and in one Word, to work at all the Trades which are cuſtomary to ſupport *Commerce*, and render it flouriſhing.

It cannot be expreſſed how many Eſtabliſhments, favourable to Trade, and till then unknown to the *Muſcovites*, were the happy Conſequences of the curious Diſcoveries of a Prince ſo univerſal, and ſo attentive to the Good of his People.

New Ports are opened in diverſe Parts of his Eſtates, and that of *Peterſburgh* ſeems already to vie, even with that of *Amſterdam*. The numerous Fleets, almoſt all built in the Yards of the *Czar*, and armed in his Arſenals, ſecure the *Maritime Commerce* of his Subjects, and make the Prince reſpected by his moſt powerful Neighbours, his Merchants already accuſtomed themſelves to carry to Foreigners (upon their own Ships) or to bring from them directly, all Sorts of Merchandizes which *Muſcovy* produces, or of which ſhe ſtands in need; and their Flag has already appeared beyond the *Streights*, and in many Ports on the Coaſts of the *Mediterranean*.

On the Land Side, with numerous Caravans, they make a Road croſs the vaſt Regions of *Tartary*, and being admitted at *Pekin*, they return loaded with the richeſt Merchandizes of *China* and *the Eaſt*.

The Junction of the *Baltick* with the *White Sea*, is almoſt atchieved, by Canals cut in the Lands, with a Labour and Expence immenſe and truly Royal; and there lately are others dug to join theſe two Seas with the *Caſpian*, by Means of the *Wolga*.

All the Towns are filled with Workmen and Artificers, who labour in the Manufactories; and thoſe of Silks and Stuffs, are ſo well eſtabliſhed in *Moſcow* itſelf, that in the one is made ſufficient Cloths to clothe the *Muſcovite* Troops, and in the others, Silks enough for the *Czarina* and her Court.

In one Word, there is no Trade or Manufacture, that flouriſhes in the other States of *Europe*, which this ſage Prince has not endeavoured to introduce among his People, either by attracting to his Court, and by large Penſions and a powerful Protection engaging to his Perſon, the moſt able Workmen from abroad, or by ſending the moſt docile and induſtrious of his Subjects, to learn in foreign Countries, that which each Nation has proper to it, for the perfecting of Arts, and not recalling them until he deems them ſufficiently inſtructed, to work themſelves and teach others.

Let us now join to ſo many Examples, ancient and modern, of the Advantages that *Commerce* produces to States, and among the Nations where it flouriſhes; let us add, I ſay, ſome Examples of Particulars, which *Trade* has raiſed to the higheſt Fortune. Perhaps thoſe which are more affected by their own Intereſt than by that of the Public, may herein find Motives and Inducements to animate and engage them to a Profeſſion, which may be attended with ſo great and happy Effects.

France will furniſh us with the firſt, and we ſhall find a ſecond among the ſovereign Houſes of *Italy*, both equally celebrated and ſingular.

JAMES COEUR.

James Coeur, Native of *Bourges*, was Son of a private Merchant; he followed the Profeſſion of his Father, but with ſuch ſpeedy and happy Succeſs, that an Author aſſures us, he gained more alone, than all the Merchants of the Kingdom together.

His *Commerce* was extended in all the *Mediterranean*; he trafficked in *Aſia* with the *Turks* or *Perſians* and the other Subjects of the Sultans of *Babylon*, and in *Africk* with the *Saracens*.

It was by the City of *Montpellier* (which then was the only Entrance of the Kingdom on that Side) that he carried on ſo great a *Trade*; this alſo was the only Reaſon that could render that City dear to *James Coeur*, with which he had not otherwiſe any Connection, and conſequently this was the ſole Motive that could determine him to embelliſh it. After ſpeaking of a Fountain which he made, where his Arms ſtill remain, we ſhall enlarge a little on the common Exchange of the Merchants, known at *Montpellier* under the Name of the Loge, which he built, that this Edifice might have a remarkable Conformity with the Commerce of the City, as it is viſible, he never dreamt of undergoing the former, but with the View of augmenting and facilitating the latter. This Building, which ſtill ſubſiſts, is ſolid and magnificent. What is admired above all, are the *Baſſo Relievos* in *Medallions*, which ornament the Front, and which employ the vain Curioſity of thoſe, who have yet the Weakneſs to give into the Search after the Philoſopher's Stone; theſe are to them, ſo many enigmatical Emblems, under which they imagine, that *James Coeur*, has hid the Myſteries of the grand Work, of which he had made uſe (as they pretend) to acquire his immenſe Riches, which notwithſtanding, he only owed to *Trade*, as Mr. *Aſtruc* believes.

His great Riches, acquired by a Way ſo lawful, and the Probity with which he always conducted his Buſineſs, having rendered him famous among *Foreigners*, and known at Court, *Charles* VII. called him to the Miniſtry, and truſted to him the Management of his Finances, making him *Grand Treaſurer*.

His Elevation did not in the leaſt interrupt his *Trade*, but, on the contrary, ſerved him to continue it, with greater Reputation and Succeſs; but then this generous Merchant, whoſe Heart was yet greater than his Fortune, had the moſt noble Views in his *Commerce*, and preferring the Intereſt of the *State*, to his own, it was much more in his peculiar Funds than the Prince's Exchequer, that he found Reſources, not only to re-eſtabliſh the Kingdom (exhauſted by a long War) but to enterprize againſt the ancient Enemies of the *French* Name, and to re-unite to the Crown one of its fineſt and richeſt Provinces, which had been for a long Time in the Hands of the *Engliſh*.

In effect, very ſoon the Armies were only raiſed and maintained at the Expence of this diſintereſted Miniſter; he adviſed the Conqueſt of *Normandy*, and he alone was at almoſt all the Charge. When he went in embaſſy to *Rome*, a Fleet of twelve Ships which accompanied him, belonged to him entirely, and it was he that was at all the Expence of fitting them out. In a Word, after *Charles* had (as one may ſay) aſſociated *James Coeur* in the Government of the State, there was nothing in *France* that was great and conſiderable, which was not ſupported by the Credit of this ſage and rich Merchant, and wherein he did not employ the better Part of the great Effects, that aroſe to him from his *Trade*; Mr. *Aſtruc* ſays, his very Diſgrace, which it appears he never merited, ſeemed to have rendered him illuſtrious.

It is true that the People, accuſtomed to fancy a Myſtery and Prodigy in Things that ſurprized them, and were above their Comprehenſion, reported, that *James Coeur* owed his Fortune to the Secret of making Gold, which always ſtrikes the Deſire, and Deſpair of Chymiſts; but it is truer, that all the Philoſopher's Stone of this fortunate and able Merchant, only conſiſted in his great *Trade*; and that he knew no Chymiſtry more proper to operate the Tranſmutation of Metals, than the immenſe Traffic that furniſhed him with thoſe rich Merchandizes, of which his Storehouſes were always full, and which he exchanged with ſo much Profit againſt Gold and Silver, that an ignorant and credulous Populace attributed it to the Perfection of the grand Work, which it imagined he had had the good Luck to find out.

THE HOUSE OF MEDICIS.

The other Example of Fortune and Glory, to which private Particulars had attained, by the Means only of *Commerce*, is not leſs remarkable, though more illuſtrious.

The Family of *Medicis* has been always praiſeworthy and commendable, both for the Antiquity and Nobleneſs of its Origin, and the Greatneſs of its Credit and Riches.

From the eleventh Century it has had great Men, and there is found in Hiſtory an honourable Succeſſion of the Race of *Medicis*, who in this firſt Age of their Houſe, were equally diſtinguiſhed by the Luſtre of eccleſiaſtical Dignities, by the Honour it acquired in the Profeſſion of Arms, by that which it found in the Government of States, and in the Chief Magiſtracies of Cities.

It was not, however, till the Beginning of the fifteenth Century, that this Family (reſerved to ſo great a Fate) ought properly to count the Epocha, or Æra of its Elevation; and it is to *Coſmo de Medicis* (that famous Citizen of *Florence*, who ſo juſtly merited the Name of Great, Father of the People, and Deliverer of his Country) that it is indebted for the firſt, or at leaſt the moſt ſolid Foundations of a Grandeur, which would be hardly credible, did we not ſee, even to this Day (1722) their fortunate and illuſtrious Poſterity, governing with ſo much Sagacity, thoſe ſame People, who formerly owed their Liberty to the Courage and Prudence of this firſt Citizen of their Republic *.

In effect, after this great Man had (as it may be ſaid) given the Jogg to the Wheel of Fortune, which was to raiſe his Houſe ſo high, there were but very few Dignities, Honours, Titles, or Alliances, by which this Family was not illuſtrated; and in leſs than an Age, it gave four Sovereign Pontiffs to the Church, two Queens to *France*, and to the ſacred College more celebrated Subjects than any other Houſe, even Sovereign ones, had given to it till then.

It was nevertheleſs only *Commerce* that was the Source of ſo much Renown; the Anceſtors of *Coſmo*, following the Cuſtom of the Nobility of *Italy*, had not any ways neglected this Reſource, to ſupport them in the Honours either of the Camp or Cabinet;

* This illuſtrious Houſe became extinct by the Death of *Gaſton*, the laſt Grand Duke of *Florence*, to whom the preſent Emperor, then Duke of *Lorrain* ſucceeded.

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but he, more fortunate, or more intelligent, had made ſo large a Fortune, that he became even comparable to Sovereigns for his Riches, and he was always courted and regarded, on account of the great Credit which he preſerved all his Life, in the Affairs of *Italy*.

Laurence his Brother, who to the Name of Great (which he merited as well as *Coſmo*) added that of *Father of Letters*, was ſo well known at the *Porte*, on account of the Factors which he maintained in all Parts of the *Levant*, and of the great Number of Ships which he ſent, that *Bajazet*, the fierce *Ottoman* Emperor, not only always regarded him as one of his Allies, but even honoured him with the Name of his Friend.

All the other *Medicis*, which came after theſe two great Men, and were (as they) elevated to the chief Honours of their Republic, had the wiſe Policy to imitate them, and in no Manner to deprive themſelves by a falſe Delicacy, of the Utility of their *Trade*; and when, in fine, the great Qualities and Merit of another *Coſmo*, had raiſed this Houſe to the Sovereignty of *Florence*, neither he, nor his Succeſſors, thought it any ways unworthy of them, to continue to ſeek in an honourable *Marine Trade*, wherewithal to ſupport (with greater Credit) the Splendor of a Rank, which in ſome Sort was owing to it; and to this very Day, the Palaces of the Grand Duke are never ſhut, either to Tradeſmen or Merchants, and it is not in the leaſt ſurprizing to ſee his Ships arrive, convoying thoſe of his Subjects, loaded with rich Merchandizes from the *Levant* and other Places, where the Merchants of *Livorno* and *Florence*, carry on ſo conſiderable a *Trade*.

COMMERCE OF THE FRENCH.

Mr. *Savary* ſuppoſes it a Matter of Surprize, that among ſo many Examples of the Advantages that *Trade* produces in the States where it flouriſhes, *France* had not at the Time of his writing, furniſhed any one; it is owned, he ſays, with Regret, that in regard of *Commerce*, the *French* at preſent are leſs in a Condition to ſerve as a Model, than they are in need of being animated by the Example of others.

And then proceeds, with making the following Queries, and giving the ſucceeding Account of the Aptitude and Qualifications of the *French* for *Trade*; and tho' he ſeems a little partial in favour of his Countrymen, I think he exaggerates nothing in his Deſcription of the Kingdom.

Will this generous Nation, ſays he, ſo capable of the greateſt Enterprizes, be inferior to others, in this Thing only, whilſt ſhe greatly ſurpaſſes them in every Thing elſe? No ſurely: And excepting her Haughtineſs, which often made her regard *Trade*, as little worthy of her, or her Impatience, which almoſt always diſcouraged her on the firſt Difficulties, there is certainly no one that could carry on *Commerce* with more Advantage, or to whom (I may affirm) it is more proper, when ſhe will apply herſelf to it in earneſt.

What is there in effect wanting to *France* of all that is neceſſary to carry on a conſiderable Trade?

She has an infinite Number of Inhabitants, hardy, enterprizing, laborious, and at the ſame Time full of Genius, Addreſs, and Induſtry.

Her Lands, which are as fertile as any in the World, deny her hardly any Sort of Fruits, Proviſions, Drugs, and other Merchandizes.

Her different Provinces, according to the Diverſity of their Soil, produce in abundance, Corn, Wine, Salt, and every Neceſſary to the Support of Life.

There is found Silk, Flax, and Hemp, for all Sorts of Stuffs and Linens, or other Works which are made of theſe Materials.

Its Paſtures feed an almoſt incredible Quantity of large and ſmall Cattle, which ſerve for Nouriſhment, and to furniſh excellent Hides and fine Wools, and its Mines produce the moſt neceſſary Metals and Minerals, for Arts and Trades, and for the Fabrick of Manufactures.

If its Merchants inclined to a foreign Trade, the two Seas, which waſh its Coaſts, open to them excellent Ports, and offer them the Commodiouſneſs of carrying it to the four Quarters of the World.

If they will content themſelves with a home Trade, the *French* Manufactures, or thoſe that are imitated from Strangers, are arrived to the laſt Degree of Perfection, by the wiſe Regulation, and by the Attention of the Magiſtrates de Police and Inſpectors, appointed to take care of their Performance.

In a Word, it may be ſaid, and I ſhall ſay it without Exaggeration, that *France* re-unites at home, all the Advantages of *Commerce*, which are found divided among the other People of *Europe*, and that being ſufficient to itſelf, it can abſolutely paſs without other Nations, and content itſelf with its own Abundance; whilſt they on their Parts, will find it difficult to ſubſiſt without our Succours, and that *great Commerce*, of which ſome (and with a great deal of Reaſon) are ſo proud, would ſoon be ſeen to fall, if they ceaſed to receive from us, that infinite Number of Merchandizes, which are neceſſary to them, and which it is with Difficulty they can find elſewhere.

It is this Truth, ill underſtood, and urged too far, that has given room to that Paradox ſo dangerous, which they, of this Way of thinking, would eſtabliſh

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in theſe latter Times, that *France* ought to carry on no *Commerce* with Strangers, and that ſhe would always be ſufficiently happy and flouriſhing, if it did not want Labourers and Soldiers.

The Neceſſity of one, and the other, is indiſputable; without Soldiers, our Frontiers would remain open to our Enemies, and the Kingdom without Defence; and without Labourers to cultivate our Lands, they would be no longer ſufficient for our Support. But upon what ſhall the Pay and Maintenance of our Troops be eſtabliſhed, if *Commerce*, which is the moſt fruitful Source of the Riches which enter our King's Exchequer, be taken fiom us? And what will the Labourers do with their Crops, (tho' never ſo abundant) if they have no longer an Opening to get rid of their Superfluity; and by want of *Trade*, they ſee thoſe Proviſions miſerably periſh on their Hands, which would have enriched them, if they had paſſed into thoſe of their Neighbours?

The Merchants then are a third Order of Perſons, of which *France* has need, and who are not leſs neceſſary to *her*, than her Soldiers and Labourers; and *Commerce* is a Profeſſion, without which all would languiſh in the Kingdom, and the too happy Inhabitants, would (as one may ſay) ſink under their own Abundance, as they neither could conſume the whole at home, nor have the liberty to carry a Part abroad.

It is ſufficiently comprehended, that by *Commerce* (ſuppoſed ſo neceſſary to *France*, and to which it is known, that the *French*, are at leaſt as fit as the other Nations of *Europe*) is not to be underſtood that which is carried on in our Provinces, by the Communication which they have with one another, of the natural Productions, or the Works of Art, that they have each at home (for this Trade would be always flouriſhing enough, if there was a Care at the ſame Time to carry on that abroad) but it is the *Commerce* which may be maintained with Foreigners, that is principally in View, whether they come to our Ports to carry away thoſe Merchandizes of which they have need, or whether we ſend our Ships to load with thoſe, which they have, and we want.

It is true, that for long Voyages *France* has already at home a Company of *Commerce*, of which the firſt Succeſs ſeems to promiſe, that it will not one day be any Thing inferior to the more celebrated ones eſtabliſhed among our Neighbours; ſo that without encroaching upon the vaſt Grant, of a Company ſo profitably formed, and ſo wiſely conducted, I ſhall content myſelf to animate the *French Merchants*, to ſuch other Objects of *Commerce*, as they may ſhare with the other Nations of *Europe*, or even that they may carry on with a greater Facility and Profit than they.

Theſe Hopes, with which I dare flatter our Merchants, are not falſe nor even dubious. Whoſoever ſurveys the Parts of *Europe*, where the *Engliſh* and *Dutch* carry on their moſt conſiderable Trade; *Spain*, for Example, or the Towns of the *North* and *Baltick Sea*, (not to enter into a longer Detail) I ſay, whoſoever ſurveys them, will ſee whether thoſe Trades will be moſt eaſy to them or us.

Almoſt all the neceſſary Merchandizes for thoſe two important Trades, are found in *France*; on the contrary, *England* and *Holland* have hardly any.

We have for *Spain*, Stuffs of Gold, Silver, and Silk, Clothes, Woollens, Linens, Paper, Hats, all Sorts of Stockings, Cards, Laces of Silk and Thread, Mercery, Iron-Ware, and many others. The North cannot paſs without our Wines, Brandies, Vinegars, Salts, Prunes, Cheſnuts and Walnuts; ſo that it will preſently be decided, to which Nation the Loading of Ships for the *North*, or *Spain*, is moſt eaſy; whether to the *French*, who without borrowing any thing from others, have within themſelves, wherewith to make up an entire Cargo; or to the *Engliſh* and *Dutch*, who come to ſeek in *France* what they want, and who, deſtitute of this Succour, would be obliged to ſend their Ships half loaden, and without the proper Aſſortments for thoſe two Countries.

It is alſo the ſame in Proportion with all other Trades, by which the *French* may enter into Competition with their Neighbours.

In regard of Profit, the Proof is as clear, and ſhorter. Whoever ſells at Second-hand, can make but one Gain, whilſt he that ſells at the firſt, acquires two; the *Engliſh* and *Dutch*, are in the firſt Caſe, the *French* in the ſecond; ſo that thoſe can only benefit themſelves on the Price, which the Merchandize they ſell in *Spain* and the North, coſt them in *France*, and theſe add yet to the ſaid Profit, that which was made on the firſt Sales of ſuch Merchandize.

This is not enough; the Advantage of Returns, is yet all entirely on the Part of *France*, ſince that the *French Ships*, by bringing back the *Northern* and *Spaniſh* Commodities, take away from Strangers thoſe immenſe Profits, which they uſed to make on us, when they brought the ſame Merchandizes into our Ports.

One cannot on this Subject help expreſſing ſome Concern, at not ſeeing eſtabliſhed in *France*, that wiſe Policy of the *Engliſh*, who by their *Act of Navigation* in the Year 1660, ordained, that none of the Merchandizes and Products of *Europe*, be brought into

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England, nor the States that depend on it, by other Veſſels than thoſe, which ſail from the Ports of the Country, where the Commodities grew, or the Merchandizes were made; and that none of the Merchandizes of the Growth of *Aſia* ſhall any longer be brought in, but on *Engliſh Ships*, or *thoſe appertaining to the Engliſh*.

A Policy certainly both prudent and equitable, and if it had Place among us, would open our Ports to Strangers, which ſhould bring the Merchandizes of their Country, and wiſely ſhut them againſt thoſe, who having nothing of their own Growth, come to ſell us thoſe at a dear Rate, which they have collected from all Parts of the World; and that flattered by our Indolence, or it may be, by our Vanity, they have inſenſibly accuſtomed us, to receive only from their Hands, at an exceſſive Price, what it would be eaſy for us to get on much better Terms, if we would only take the Pains to go fetch them.

It may probably be alledged, that as the *French Marine* is not in any Degree comparable (but much inferior) to that of their Neighbours, with whom they are invited to become Competitors, by a Sea Trade, there is but little Appearance, that they ſhould ever find the Facility or Advantages with which they in vain were flattered in carrying it on.

And it muſt be confeſſed, that in the *Maritime States, Commerce* and *Navigation* ought, as one may ſay, to go the ſame Pace, that there is ſo ſtrict and intimate a Tye between the one and the other, that *Trade* is without Strength, whilſt the *Marine* is languiſhing, and the Weakneſs of the one, neceſſarily draws on the Fall of the other.

But beſides, that our Ports are not ſo unprovided with Ships of War, as to leave the *French* Merchants at any Time deſtitute of Convoy and Guards, to favour and protect their Trade; what Doubt is there, that even on this Part, *France*, when ſhe pleaſes, need not yield to any other Power whatever?

Our Neighbours are obliged to go fetch from abroad the greateſt Part of that which is neceſſary for their Armaments; Wood, Iron, Cordage, Sails, all theſe come to them from Foreigners; inſtead of which, our Provinces eaſily furniſh us with the beſt Part of that we have need of, for the Building and fitting out our Navy.

Some of them have Wood proper for the Bodies of Ships; and there are found in the Mountains, others, fit for making the reſt of their Materials; there are in many, Mines of Copper and Iron, ſufficient to ſupply our Yards and Docks; and all in general are ſo abundant in Flax and Hemp, for making Sails and Cordage, that it is even from us, that other Nations receive the greateſt Part of thoſe they conſume in their Rope-Walks, or that their Weavers make into Cloth proper to ſail their Veſſels.

We are not more in want of Proviſions or Ammunition, but are even in a Condition to ſpare Part to others; and to man our Ships of War and Merchant Fleets, we have more than ſixty thouſand Sailors, diſtributed in five Claſſes, of which the Rolls are renewed annually, and of which the one is always accounted engaged, from the Beginning of each Year, to ſerve in the King's Ships, and the four others are reſerved for the Merchants Service.

Theſe Hopes, which are founded on ſo many Advantages, that might render our Marine flouriſhing, either for War or Trade, are certainly not in the Number of thoſe ideal Projects, that it is not poſſible ever to carry into Execution.

Thoſe Times, ſo glorious to the *Marine of France* (1690) are ſtill remembered, when our naval Forces, equal to thoſe of our Enemies, obtained the Victory over the united Fleets of the Two Powers, who each in particular, would have attributed to it the Empire of the Sea; and we have not in the leaſt forgot, that during all the War, which was terminated by the Treaty of *Ryſwick* (1697) our Privateers, ſuperior to thoſe of the *Engliſh* and *Dutch* together, took from one of them ſo great a Number of Ships, that their Merchants (who avow that their Loſs amounted to more than three thouſand Veſſels) were obliged to carry their Complaints to their Parliament; and the *Trade* of the other, was ſo diſturbed or impeded, by the fortunate Cruizes of theſe ſame Privateers, that this was one of the principal Reaſons that made them deſire a Peace, and in ſome Sort, to demand it with Eagerneſs.

It is not, however, to be denied, that Events, which Prudence could not foreſee, nor Courage repair, have weakened the *French* Marine; but why ſhould we loſe the Hopes of ſeeing it recover? that which ſo happily ſucceeded under the Reign of *Lewis* XIV. will it be impoſſible, if undertaken, to proſper under that of *Lewis* XV? This young Monarch, in whom ſhines ſo many great Qualities, that they ſeem already to foretel the Happineſs and Glory of *France?* And an Eſtabliſhment, which is ſeen puſhed on almoſt to Perfection, under the Miniſtry of Monſ. *Colbert*, and of the Marquis of *Seignelay* his Son; why may it not gather new Strength, ſupported by the Care and Experience of a Prince, who has recorded his firſt Campaigns at Sea by Victory, and who labours with ſo much Application, to reſtore us a *Marine*, capable of making our *Colours* always reſpected, and at the ſame Time, to put our Merchants

chants in a Condition of carrying on, in all Parts of the World, a *Commerce*, for which they have ſo much Facility and Advantage?

Mr. *Savary* here finiſhes his Sentiments of his Country, and the *French* Nation; and I think he has proved a true Prophet, in regard to their *Commerce*, which has been greatly extended and encreaſed ſince his Time, to the no ſmall Detriment of ours. They were at leaſt a Century behind us in Trade, (tho' we ourſelves got late into it) and it is a Matter both of Surprize and Concern, that they have in any Shape exceeded us in it, as deſpotic Governments are not calculated for its Encouragement; and had not *Lewis* XIII. and XIV. ſtept out of the common Tract of arbitrary Kings, in order to protect and render it flouriſhing, we ſhould never have ſeen that Nation, from Competitors with, become Superior to us in any Branch of it; but the good Regulations made in thoſe Kings Reigns, and ſince continued, added to the Fertility of the Soil, and *Temper* of the People, (who can content themſelves with a leſs expenſive Way of Life than we are unhappily fallen into) have enabled them to carry many of their Commodities cheaper to Market, than our higher Wages, and dearer Living, will permit us to do, and conſequently robbed us of the Sales of our inferior Sorts of Woollens, which they have been able to imitate; but as I ſhall ſpeak of this, when I come to treat of *Commerce in general*, I ſhall only add here, that I fear they now equal us at leaſt, in the Diſpatch of their home Manufactures, tho' I hope not in the Products and Trade of their Plantations, their Sugar Colonies only excepted.

Mr. *Savary* having left the *Engliſh* out of this Hiſtorical Deduction of Trade, as if they had been a People without any Concern in it; I can only impute to that Deference he every where pays to his Father's Judgment, whoſe malicious Inſinuations againſt us, in his *Parfait Negociant*, the Son muſt have contradicted, had he treated us with the ſame Impartiality he has others; to avoid which, and not expoſe the Weakneſs of his envious Parent's ill-grounded and unjuſt Invectives, we may preſume were the Motives that induced him to ſkip us over in his Account of Trading Nations, and made him prefer leaving a Chaſm rather than a Blot, in his otherwiſe valuable Works; tho' he is not wholly to be acquitted from inheriting or adapting Part of his Father's Partiality, as he has copied ſome of his Aſperſions, when he ſpeaks of us in the Body of his Dictionary; to confute which, and do juſtice to my Countrymen, I ſhall endeavour to improve this Opportunity, in demonſtrating his Unfairneſs, and in ſupplying his Defect, that we may appear in the true Light we ought, in the Hiſtory of the *Europeans* Trade; and in order thereto, I ſhall here briefly mention what occurs to me, concerning our firſt Engagements in Commerce, and refer my Reader for a more ample Account of it, to what I ſhall have Occaſion to add hereafter.

Commerce of the English.

Tho' it muſt be allowed that the *Engliſh*, in Reſpect of moſt other *European* Nations, fell late into Trade, yet they have improved in it with an amazing Rapidity.

'Tis many Ages ſince they knew the Value of a naval Power, and were taught by the *Romans*, how neceſſary this would be for their Defence and Support, as well as conducive to their *Commerce* with other Nations; the former you have ſeen before were Maſters of *Trade*, and conſequently in a Capacity to give Leſſons; they knew the great Advantages derived to Kingdoms from it, and indeed that this only could make a Nation flouriſh——They conſidered how capable of Improvement our Country was, and being ſettled among us, were deſirous of rendering this Union as advantageous as poſſible, and having met with a People brave and daring as themſelves, and in every Reſpect fit to undertake any hazardous Enterprizes, they would certainly have raiſed *Commerce* to a flouriſhing Pitch, had not their own inteſtine Broils called them home, and *Ours* on this Occurrence encreaſing, left *Trade* to languiſh, as it did for Ages after, till our victorious *Edward the Third*, and his glorious Succeſſor Queen *Elizabeth*, animated their Subjects, to an Imitation of their Neighbours, and by proper Encouragements, led them in to ſhare the Advantages, which hitherto other Nations only had reaped, excluſive of them; and the Introduction of the *Walloons* by the firſt, and the Admiſſion of the *diſtreſſed Burgundians* by the latter, opened to our Countrymen a new Scene of *Trade*, which has ſince been improved to the greateſt Height, and brought immenſe Riches home to us——The Encreaſe of our *Trade* has conſequentially been that of our Power, which is at laſt happily riſen to the Summit of human Glory, as there is no Potentate on Earth, who can equal our maritime Force, become now the Bulwark of our Country; and may it always continue unrivaled and triumphant whilſt Time endures!

I ſhall in the Body of the Work ſpeak of the *Britiſh Commerce* as it ſtands at preſent, and in the mean Time beg leave to congratulate my Countrymen on their happy Situation for carrying it on, which is hardly to be equalled, not ſurpaſſed in any Country

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in the World; and what Mr. *Savary* ſays of *France*, may with little Variation be more juſtly aſſerted of *Great-Britain*, viz. that ſhe has an infinite Number of Inhabitants, hardy, enterprizing, laborious, and at the ſame time full of Genius, Addreſs and Induſtry.

Her Lands may juſtly be counted ſome of the moſt fertile, and their Products of Fruits, Proviſions, &c. as plentiful and as good as any in *Europe*, and her Merchandizes more than other Countries can boaſt of.

Her different Counties, according to their terrene Variety, produce Corn, and every neceſſary of Life in Abundance, which on many Occaſions have kept ſeveral of our Neighbours from ſtarving.

We have Hemp, and Flax for the manufacturing our Linens and Canvas, now brought to great Perfection, and our Paſtures feed an almoſt infinite Number of Cattle, which not only ſupply our Markets with excellent Food, but furniſh us with fine Wools, and the beſt Leather in the World.

Our Mines produce Iron, Lead, Tin, Copper, Coal, &c. in Abundance, and our Foreſts and Woods, are ſo well ſtocked with Oak for Shipping, as ſeems to promiſe (under our well regulated Laws) an inexhauſtible Supply.

Our Seas are well filled with their finny Inhabitants, which, according to the Steps lately taken by the Legiſlature, for an Encouragement of our Fiſheries, and ready Concurrence of our Merchants, for promoting ſo beneficial a Deſign, muſt prove productive of immenſe Riches to the Nation, beſides occaſionally providing comfortably for our Poor, which Advantages have for many Years paſt been reaped by our induſtrious Neighbours.

COMMERCE OF THE SPANIARDS.

I think a Work of this Nature ought not to be cloſed, without mentioning a Word of the *Spaniards*, who, like us, have been paſt over by our Author in Silence; for tho' they have been tardy in finding out the Advantages Nature has given them for *Trade*, and have long remained blind to their own Intereſt, yet their *Commerce* is not ſo deſpicable and ſmall, as to be overlooked, when we are treating of trading Nations.

Their Diſcovery of *America*, and their ſubſequent Settlements on that Continent, gave Birth to their Trade, and Riches; for tho' a potent Nation before in Dominion, they wanted the Sinews of Power, which the Mines of *Mexico* and *Peru* have ſince produced them.

They have very conſiderable Ports, equally well ſituated for Trade both on the *Biſcayan* and *Mediterranean* Seas, and where a large *Commerce* is tranſacted, tho' principally by Foreigners, as the *Spaniards* in general conſider *Traffic* to be a mean Employ, and conſequently a Derogation from that Gentility they almoſt all affect being born to; however they have lately formed ſome very conſiderable Companies among them, as that of the *Philippines*, *Guipuſcoa*, and one lately eſtabliſhed at *Seville*, for the manufacturing Woollens, Stockings, Hats, Silks, and moſt other Commodities they formerly imported for their *American* Trade; and have received ſuch Encouragement from the Crown for perfecting their other Manufactures, that they have for ſome Time paſt clothed all their Troops with their own Cloths, and the King's wearing them himſelf, and prohibiting the Importation of all foreign ones, has brought their Fabricks into ſuch great Repute, that they are daily encreaſing, and the uncommon Privileges granted the Weavers, it is to be preſumed, will in Time animate them to new Engagements, and teach them to imitate the other Woollen Fabricks of *Europe*, as they have been ſo ſucceſsful in copying their Cloths, more eſpecially if they can procure Workmen from their Neighbours to aſſiſt them; as they have lately endeavoured, and in ſome Degree ſucceeded in, from hence.

Their Silk Manufactories have likewiſe kept Pace with their Woollen ones, and both their *Weſt-Indian* and *European* Dominions are now principally ſupplied by them, as they were formerly from *France*; ſo that their Eyes having been opened to theſe Advantages, both *Old* and *New Spain* feel the ſalutary Effects of this Diſcernment, and if the ſame Meaſures are purſued, as have been ſo happily begun, in favour of the Subject, we may reaſonably expect in a few Years, to ſee them a more flouriſhing People than it was poſſible for them to be, till rouzed from their former Indolence and Neglect, to a juſt Senſe of the Advantages that Induſtry and Application offer them.

I might here mention their Tunny Fiſhery, and ſome other Inſtances of their Improvement, but ſhall refer expatiating or deſcending to Particulars, till I come to treat of them in the general Body of Trade, and only add here an Obſervation, that, as the *Spaniards* have improved the different Manufactures I have mentioned, their Neighbours have proportionally found a Decay in theirs, which can only be remedied by ſeeking other Channels for the Sale of their Commodities; tho' I muſt confeſs I think this is to be deſpaired of, when the common Paths of Trade are become ſo beaten, and every Branch of it ſo prejudiced by Interlopers, except the following

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Sheets open new Scenes, which by Care may be improved to the Adventurer's Advantage. I ſhould here mention ſomething of the *Swedes*, *Danes*, *&c.* but ſhall refer my Reader to what I ſhall afterwards ſay of their Trade, when I come to deſcribe it minutely.

Addition, *communicated by Dr.* Garcin *.

Commerce of the Arabians.

Hiſtorians ſeem hitherto to have forgot by the little they have ſaid, that the *Arabians* were the firſt Navigators, and the moſt ancient of all the Earth, that opened the *Commerce* between *Aſia*, *Africk*, and *Europe*; this is a Thing, however, very eaſy to be proved, notwithſtanding the Invention of Navigation is attributed to the *Tyrians* and *Egyptians*, at the Beginning of this Hiſtorical Introduction.

The Situation of their Country, which is in this Regard, the moſt favourable in all Reſpects, at firſt naturally brought them thither. As *Arabia* is a very large Peninſula, waſhed by the Sea on three Sides, and its Entry on the fourth being the moſt difficult, by reaſon of the Extent of its Deſerts, which are filled with Sand, and without Water; Neceſſity induced this Nation (one of the moſt ancient) in order to procure an advantageous Communication with others, to open Paſſages by Water, to invent the firſt Marine Veſſels, and to form itſelf courageouſly to Navigation; it had ſo much the more Cauſe to improve, and become acquainted with its Seas, as it was no great Diſtance from the *Indies*, which (as is known) was at all Times fuller of Riches than any other Part of the World.

This Practice being attained, it was much eaſier for its Inhabitants to paſs by Water to many of their Neighbours, than to traverſe Deſerts ſo dangerous, and to make ſuch great Tours, either to go out of, or return to their Country. Thus it was by their Fleets, that they correſponded wherever there was Sea, and by Caravans on the Land Side to the *Mediterranean*; it was, in fine, by theſe powerful Means, and by the *Arabians* only, that the moſt ſought for, and precious Things of all the *Indies*, paſt from Eaſt to Weſt, in the moſt ancient Times, and in thoſe which followed, until that of the Emperor *Auguſtus*.

This Nation, according to Hiſtorians, has been the richeſt of the World, in the earlieſt Ages, as we ſhall ſoon ſee by relating what they have ſaid of it; and this is one of the ſtrongeſt Proofs of its *ancient Commerce* with the *Indies*, and from thence with the Countries which border on the *Mediterranean*; for the *Tyrians* and the *Egyptians* were not formerly flouriſhing in their *Commerce*, otherwiſe, than as the Induſtry and Riches of the *Arabians* made them ſo, who furniſhed them (under large Profits) with all the Merchandizes of the *Iſles*, and of the Maritime Coaſts of *Aſia*; the ſame as the *Portugueſe* and *Dutch* have ſome time ſince done in *Europe*; and it is by this ſame *Commerce of the Indies* that they are enriched. The *Oriental Sea* was to the *Arabians* what the *Mediterranean* was to *Phenicia* and *Egypt*; theſe three Nations enriched themſelves mutually by the Trade of theſe two Seas, each having laboured on its Part, for the propereſt Means to cultivate it by Navigation in the two Seas, and by Caravans, thro' the Lands that ſeparated them.

It is known by very ancient Experience, that the richeſt Countries are not ordinarily ſuch, but by the Means of *Commerce* and *Navigation*. The *Sabeans*, an *Arabian* People, who inhabited the Countries bordering on the *Indian* and *Red Seas*, were incomparable in their Sumptuouſneſs and Riches; one need only read *Agatharcides*, *Diodor. Sic.* and *Strabo*, to be convinced of it by the Detail which they give. They drained (ſays the firſt of theſe Hiſtorians in *Photius*) the Treaſures of *Aſia* and *Europe*, by the Exchange they made of the moſt precious Things. They ſurpaſſed (ſays the ſecond, *Lib.* III.) by the Riches and Abundance which they had of all precious Things, not only thoſe of *Barbary* their Neighbours, but alſo all other Nations. Conſiderable Sums were neceſſary to purchaſe a midling Quantity of their Merchandizes; theſe ſame Hiſtorians (with *Strabo*, *Lib.* XVI.) ſay, in fine, that theſe People, ſo rich by their *Commerce*, made Ivory, Gold, Silver, and precious Stones, to ſhine in their Furniture, upon their Doors, Columns, Walls, and Roofs of their Edifices, and that they poſſeſſed a very great Quantity of Gold and Silver Veſſels; they relate, that their Expences were enormous in all Things, even in Works of the moſt admirable Sculpture and Engraving; in a word, that their Magnificence was unequalled, which demonſtrates, that this Nation was ſkilful, bold, and ventureſome in the *Indian* Trade and Navigation, and that it was by her that the *Tyrians* and *Egyptians* flouriſhed ſo much in theirs, and upon the ſame Merchandizes, which they received and paſſed to the other weſtern Nations, the moſt remote. The Prophet *Ezekiel*, Chap. xvii. Verſe 22, in addreſſing himſelf to the City of *Tyre*, ſpeaks of this Nation of the *Sabeans*, under the Names of *Sheba* and *Raamah*, which were two Places of *Arabia*. *The Merchants* (ſays he) *of* Sheba *and* Raamah, *were thy* Factors, *making*

* M. D. de *Neufchatel*.

making thy Fairs valuable in all Sorts of the chiefeſt Spices, and with all Sorts of precious Stones and Gold: This is a ſure Teſtimony of the Antiquity and the Opulence of its *Commerce*, which it had with the *Indies*.

It was the Opulence (ſays *Strabo*) which determined *Alexander the Great* to make *Sheba* the Capital of his Empire; and it was this alſo (according to the ſame) that tempted the *Romans* to its Conqueſt in the Time of *Auguſtus*; a Time, in which they began better to know the *Oriental Sea*, and the Coaſts which limit or bound the Weſtern.

We may believe, as the greateſt Part of the Ancients did, that the precious Merchandizes of the *Arabians*, were all the Growth of their own Country; but it is a Miſtake, they being carried to them; for it is certain, that *Arabia* has never produced of itſelf the ſixth Part of its Riches. Of all the Aromatics, there only grow *Incenſe*, *Balſam*, *Myrrh*, and *Calimus Aromaticus*, the two laſt of which were not ſought for, only as they were deemed to be ſomething better than thoſe which grew in the other Parts of *Aſia* and *Africa*. It may alſo have a little Gold, but in no Quantity, as ſome of the Ancients imagine; the *Arabians* brought it from *India*, the ſame as they did other Aromaticks, Precious Stones, and rich Merchandizes of all Sorts. *Strabo* ſeems to inſinuate ſo, in ſaying, that they changed their Aromaticks, and precious Stones, againſt the Gold and Silver of Strangers. One may be perſuaded, that in the Parts of *Aſia*, the *Origin* of all theſe Things is yet near the ſame as it was in former Times, all the Difference being, that it is now infinitely better known.

The Incenſe, in reality, was to them of very great Advantage, as they furniſhed all the weſtern Nations with it, who were then *Pagans*, and conſequently conſumed infinitely more than they do at preſent: But as the Ancients were paſſionately fond of all the moſt exquiſite Aromaticks, thoſe which the *Arabians* brought from *India*, making the greateſt Number, made alſo their greateſt Riches.

The *Aloe Wood*, *Caſſia*, and *Cinnamon*, which are mentioned in many Paſſages of Scripture, and in the moſt ancient Hiſtorians, made beyond diſpute (after the Gold) the principal Branch of their *Commerce*. *Malabar*, *Ceilon*, and *Sumatra*, (or *Malacca* itſelf) were really the principal Places, where their Fleets often went to take in their Loadings, as it was only from thence that they drew all thoſe rich Merchandizes; theſe were formerly much better eſteemed than they are at preſent, and as this Nation only ſupplied all the Countries of the World that wanted thoſe Commodities, this is yet another demonſtrative Proof of their ancient Navigation to the *Indies*.

It is nevertheleſs a Matter of Surprize, that ancient Hiſtory does either not ſpeak of it at all, or, if it does, it is in a manner very obſcure: This proceeds from *Arabia* being very little frequented, and conſequently very little known to other Nations. The Difficulties that there always were to traverſe its ſandy and arid Deſerts, and to be covered from the Robberies, which a Part of its Inhabitants were always given to, in beating the Field, plundering the Caravans, and ſtripping the Travellers and Merchants, as Mr. *Huet* rightly obſerves in his *Treatiſe of Commerce*; theſe Difficulties I ſay, were the Cauſe that our firſt Anceſtors could not be informed about it until the Time of *Alexander*, or even till that of *Auguſtus*. We may likewiſe ſtill add, that their Navigation was but little known even to the Time that the *Portugueſe* went to *India* by the *Cape of Good Hope*, and that thereby they run away with that rich *European Trade*, which the others carried on by Means of the *Egyptians*, and theſe by that of the *Venetians*. They were therefore always Maſters of the *Indian Sea*, by their Navigation, till then, as is well known even to all the *Indians*. This *Navigation*, as well as their *Commerce*, was indeed a little diſturbed by the *Romans*, but this was only for ſome Time. Another Cauſe, which made their Navigation unknown in ancient Times, is, that the *Arabians*, the better to preſerve the *Commerce of the Indies*, which they found ſo advantageous, always took care to conceal from Strangers, who lived towards the *Mediterranean*, the Voyages which they made on the *Oriental* Seas, the Routs, or Courſes which they uſed, and the Origin of the Merchandizes which they brought in, and which ſo greatly augmented their Riches.

Beſides, it was in theſe Times that the Helps, which ſerve ſo well now to communicate with all other Nations, were wanting, and this made Hiſtory ſo ignorant of a Country ſo diſtant. Theſe Helps are Geography, Printing, the Conveniency of Poſts, and the Improvements in Navigation; it was by theſe Defects that the *Arabians* always ſucceeded in their intended Concealment, with the View of making their Commerce laſting, and to attract thereby the greater Profits.

And to have the Thing ſucceed the better, and to impoſe on the foreign Nations, who ſo very earneſtly enquired after their Spices, they invented Fables, on pretended Difficulties that ſubſiſted; above all in regard of the *Caſſia* and *Cinnamon*, on which they made the moſt conſiderable Profit, and affirmed them

to grow in the Middle of their Country, but in Places almoſt inacceſſible, and ſo dangerous, that they could not procure but a very ſmall Quantity, with infinite Induſtry and Trouble. (It may be ſeen in *Herodotus*, *Lib.* III. where the Affair is related.)

It was this which made all Antiquity believe, that theſe Spices or Aromaticks were ſcarce, and only to be found in *Arabia*. *Pliny* was the firſt who diſcovered, that theſe Fables were only invented, in order to ſell their Drugs dearer; but on rejecting theſe, he ſubſtituted others nothing inferior, in declaring the Cinnamon to be brought from *Ethiopia*, in mentioning the Manner of its Growth, that of gathering, and tranſporting it abroad, or to Strangers; the Difficulties he has ſtamped upon all theſe Circumſtances, and on the Means of having it in Time, as alſo the *Caſſia*, does not appear leſs great, nor leſs fabulous, than thoſe of *Herodotus*, which he would not admit. (See *Pliny*, *Lib.* XII. *Ch.* 19.)

It is certain that *Ethiopia*, no more than *Arabia*, has ever produced either of theſe Aromatick Barks; the Trees from whence they are taken, can never be tranſported, on Account of the different Nature of the Soils, and the Drought and Heat which reign there: And it is only in the *Iſle of Ceylon* the Air and Earth are really fit to nouriſh them, ſo that it is this Place only, which has in all Times ſupplied the reſt of the World with theſe Aromaticks.

In fine, the ancient *Arabians* did not invent fewer Fables in Favour of their *Commerce*, than the *Perſians* did to repreſent the Dangers which they had in procuring the Gold in thoſe Parts of *India* where they could find it, and which were believed ſandy. This is what may likewiſe be ſeen in the Book of *Herodotus* above cited.

Pliny, who writ obſcurely of all, ſays nothing of the Navigation of the *Arabians*, which is a Proof that it was unknown in his Time. He only mentions that of the Fleet of *Alexander*, which paſt from *India* to the *Euphrates*, and of that which the *Romans* made every Year alſo in this Time to the *Indies*: He has deſcribed the Rout from *Egypt*, but he has made it appear, that their Voyages only terminated about the River *Indus*. The *Romans*, altho' Maſters of ſome Ports of *Arabia*, did not in the leaſt diſcover the Navigation, which the *Arabians* took care to hide, and which they made directly from ſome of their Ports to the *Iſland of Ceylon*, to load with Caſſia, Cinnamon and precious Stones; and from other Parts of *India* to do the ſame, with other Merchandizes, as Gold, Drugs and odoriferous Woods. It ſeems by the Recital of *Pliny*, that the Navigation which the *Romans* made to that Corner of the *Indies* of which he ſpeaks, did no Injury to the *Arabians*, only in the ſmaller Part of their *Commerce*.

It is eaſy to comprehend, that theſe laſt, in Proportion to their navigating their Seas, ſhould have the good Luck to diſcover, the ſhorteſt Paſſages to many Parts of the firſt Peninſula of the *Ganges*, and from that, to the other; for we muſt not believe that the *Romans* were the firſt that croſſed the *Arabian* Sea, which it bounds, as *Pliny* remarks, *Lib.* VI. *Ch.* 23.

It was infinitely eaſier to the *Arabians* to croſs this Sea to *India*, or to *Ceylon*, than it was for the *Tyrians* to run over the different Parts of the *Mediterranean*. The firſt had fine Weather to chuſe at their Pleaſure, and Winds that were fixed and regular, by which they might ſecurely perform their Voyages with as much Exactneſs, Rectitude and Speed, as they had Occaſion for, and always in a manner equal in the ſame Seaſons; Advantages which the *Tyrians* had but very rarely; they never had fine Weather at a certain Point, on which they might depend; ſo that theſe had more need of Ability in the Marine than the former, on account of the Variableneſs of the Winds, cloudy Weather, and Tempeſts, which often reign in the *Mediterranean*.

The Winds of the *Indian Sea* (rarely tempeſtuous) are always regular, changing twice a Year, and under two Directions, alternatively oppoſite one to the other; each laſt ſix Months at leaſt, if the Latitude is near our Tropic. Theſe Winds are the South Weſt and North Eaſt; and they are called Monſoons, of the which one is dry, and the other rainy; the North Eaſt Wind cauſes the dry Monſoon, and begins in the Month of *November*, on this Side the Equinoctial Line: The rainy one begins in the Month of *May*, and it is occaſioned by the South Weſt, which makes it laſt till *October*. In fine, the Monſoons, which reign at Sea on this Side the Equinoctial, are always oppoſite to thoſe which reign on the other Side of that Line.

It is therefore ſeen by the Exactneſs of theſe two Seaſons, and the regular Winds of the *Indies*, that it was not any thing difficult to the *Arabians*, happily to ſucceed in their Navigation, for paſſing the Sea, not only to the *Iſle of Ceylon*, but alſo to that of *Sumatra*, or to *Malacca*, which is in its Neighbourhood. They yet make to this very Day theſe Traverſes; in a great Meaſure without uſing the Compaſs, at leaſt very rarely, for the Winds being once fixed and invariable, ſerve them for Guides and Rules in the Direction of their Rout, almoſt as well, and even in ſome manner more exact, than they would do by the Help

Help of the Stars in ſerene Weather. What is it then that ſhould have hindered the performing the ſame in ancient Times? This is what the modern Hiſtorians have not thought of, in ſpeaking of the ancient Navigation of *India*. ('Tis probable had they been on the Spot, as I have been, they would have thought as I do.)

Many Nations among the *Indians* have always croſſed theſe Seas, by the Favour of theſe Winds. The dry Monſoons periodically renewed by the North Eaſt Wind, aſſiſt their ſailing to the Weſtward; and the Weſt Monſoons, formed in like Manner by the oppoſite Winds of South Weſt, ſerve them alſo for ſailing Eaſtward. One Monſoon ſerving them to go, and the other to return, and thoſe always equally certain and regular.

The *Arabians* waſhed by the ſame Sea, ought therefore to do the ſame Thing; and it is what they have always done, according to the Tradition of all the *Indian Nations*, who regarded them as the Maſters of the Navigation in their Seas, till the Arrival of the *Portugueſe* among them, who ruined by that, the vaſt *Commerce of Arabia*, which had been of ſo long a Duration.

Pliny makes mention of theſe two Winds, for traverſing the *Arabian Sea*. The South Weſt, which was called, ſays he, in that Country *Hypalus*, was the proper Wind for ſailing from the Cape of *Syagros* (which is believed to be that of *Fartaque*) to *Zizerus*, a Port in *India*; this is apparently that of the preſent *Diu*: They, in returning, (adds he) departed from thence in the Month of *December*, or even in that of *January*, and this Traverſe was made (according to him) in forty Days. The *Periplus* of the *Red Sea*, attributed to *Arianus*, ſays the ſame, according to Mr. *Huet*; it informs us farther, that they ſailed from *Arabia* for *India*, in the Month of *July*, and theſe Seaſons are perfectly the ſame now, which ſerve for the Navigation in thoſe Countries.

Mr. *Huet* believed, by the Relation of *Pliny*, that theſe Courſes were new, and had been diſcovered by the *Romans*, which might be ſo in regard to the *Romans* only, but it is abſolutely not the ſame, in reſpect of the *Arabians*, as theſe Routs were at that Time known to the latter, and had been ſo for ſeveral Ages. The Author of the *Periplus* before mentioned ſays, that it was an ancient Pilot named *Hypalus*, who firſt diſcovered (by favour of a South Weſt Wind) this Courſe to the *Indies*, and that his Example was followed with ſo much Succeſs, that they gave to this Wind the ſaid Pilot's Name *. However, we ought to be perſuaded, that this only regards (as has been ſaid) the Navigation of the *Romans*.

In fine, after theſe Eclairciſſements, we ought not any longer to be ſurpriſed at the ancient Splendor of the *Arabians*, which at the ſame Time occaſioned that of the *Tyrians* and *Egyptians*; the commodious Situation of their Country, the Pleaſantneſs of a frequent, or almoſt continual Serenity of their Sky, the direct Regularity of the Winds which reigned in their *Oriental Seas*, and their own Spices (above all the Incenſe) were Advantages, which would naturally render them flouriſhing, if improved (as they always were) by them; and it may be added, that the Goodneſs of their Ports (infinitely better than all thoſe of *India*) was the Thing which favoured them moſt in their *Commerce*. I am ſtrongly led to believe, with Mr. *Huet*, that the Sirname of *Happy*, which *Arabia* anciently received, only came from the Excellency of her Harbours, and from that of her former *Commerce*. This *Arabia* called happy, was never ſo rich in its own Product, as to merit ſo fine an Appellation; it might rather have been given her for being the richeſt Nation in the World, by her Traffic with Strangers, than becauſe her Soil was found better comparatively than that of *Stony* or *Deſert Arabia*.

The laſt Remark to be made is, that the Treaſures and *Commerce* of the *Arabians*, enriched the neighbouring Nations; *Judea* above all, felt it moſt, as may be judged by the Revenues and Wealth of *Solomon*, which the Scripture deſcribes to have been ſo very great, in the tenth Chapter of the firſt Book of *Kings*, and the ninth of the ſecond of *Chronicles*, where it is ſaid, that all the Kings and Governors of *Arabia*, brought him Gold and Silver, beſides his annual Revenue, amounting to ſix hundred and ſixty-ſix Talents of Gold; and it is likewiſe from thence known, what were the Preſents which the Queen of *Sheba* made him, after coming from the Depth of *Arabia* to ſee him and prove his Wiſdom, importing only in Gold one hundred and twenty Talents (beſides Spices and precious Stones) making, according to Father *Calmet*, 8,176,000 *French* Livres, or at the Exchange of 54*d. per French* Crown, of three Livres, as it then governed, about 613,200*l.* Sterling: (tho' Dean *Prideaux* computes it at 864,000*l.*) a plain Proof of the great Richneſs of this Queen's Country; and, to confirm the many Advantages that *Judea* reaped from *Trade*, I think Dr. *Garcin* might have added to what he has ſaid on the Subject, the Mention he has made (in the twenty-ſecond Chapter of the firſt Book

* *Traité du Commerce & de la Navigation, par Mr.* Huet, *Chap.* 54.

of

of *Chronicles*) of the Wealth King *David* had prepared for the Houſe of the Lord, viz. *an hundred thouſand Talents of Gold, and a thouſand, thouſand Talents of Silver*, making the immenſe Sum of 1170,000,000*l.* Sterling, (according to the aforeſaid Dean's Calculation of 7200*l. per* Talent of Gold, and 450*l. per* Talent of Silver) only in thoſe two Metals, beſides Braſs and Iron without Weight, and the Addition that he made out of his privy Purſe, towards that pious Work, of three thouſand Talents of Gold, and ſeven thouſand Talents of refined Silver, as hinted in the twenty-ninth Chapter of the abovementioned Book, and fourth Verſe; and we may ſubjoin what is recorded in the ſeventh Verſe, *That the Fathers and Princes of the Tribes of* Iſrael, &c. *gave five thouſand Talents, and ten thouſand Drams of Gold, ten thouſand Talents of Silver, eighteen thouſand Talents of Braſs, and a hundred thouſand Talents of Iron*, as an additional Proof of the Benefits brought to this Country by *Commerce*, for none of this vaſt Treaſure was the Product of it, and conſequently muſt have been imported, to the great enriching both of Prince and People, as plainly appears from the Magnificence of their Gifts. And tho' we have not the Account of King *David*'s Trade to the Land of *Ophir* and *Tarſhiſh*, as materially remarked as we have that of his Son *Solomon*'s, yet he undoubtedly commenced it, on his Conqueſt of the Kingdom of *Edom*, which made him Maſter of *Elath* and *Eziongebar*, two Sea-Port Towns on the *Red Sea*, from whence he might, and certainly did, direct his *Traffic* to the Coaſt of *Africa* weſtward, and to *Arabia*, *Perſia*, and *India* on the Eaſt; and as he lived twenty-five Years after making that Conqueſt, we may account for his amaſſing, ſuch, otherwiſe, an incredible Sum, by the long Continuance and vaſt Profit of his Trade.

I am not ignorant, that many learned Authors judge the Talents abovementioned to have been leſs than they are there calculated at; yet ſuppoſing with them, that they were not above half the Value, the Sum ſtill remains prodigiouſly great, and ſhews what I am contending for, that only *Commerce* could furniſh ſuch a Treaſure. Mr. *Malynes* ſays, in his *Lex Mercatoria*, (Page 261) that it is recorded, that *David* left in Gold (beſides Silver) a hundred and eighty Millions Sterling, and *Solomon* only eighteen: I preſume he muſt mean by the firſt, only that Prince's private Caſh, as the Sum he dedicated to the Service of God greatly exceeded it, and it is no wonder the latter left ſo little, when we conſider his long Reign, prodigious Buildings, and expenſive way of living.

NAVIGATION OF SOLOMON'S FLEET.

From the *Trade* of the *Arabians*, and in particular their *Navigation*, we will paſs, as a Thing very *a propos*, to that of the Fleet of *Solomon*, which went to *Ophir*.——After what we have ſeen of the *Navigation* of the former, it will not be very difficult to make appear more clearly than has ever yet been done, which Way it took for performing this Voyage.

Firſt, there is great Probability that *Solomon* was informed by ſome *Arabians*, or by the Queen of *Sheba* herſelf, long before ſhe came to ſee him, of the Maritime Places, from whence they drew their Gold, their Spices, and the other rich Merchandizes of their *Commerce*, as well as of the Rout which they had to go; and that it was in conſequence of this Diſcovery, that he took the Reſolution to maintain in ſome Port of the *Red Sea*, a Fleet to proceed every three Years (according to the ſacred Text) to the ſame Places which were frequented by that of the *Arabians*; this could not be otherwiſe for many Reaſons, which may be deduced from all that I have advanced, and from that which I ſhall yet add here.

Secondly, it cannot be doubted that *Solomon*, after this Diſcovery, and with the Deſign of drawing from *India* (according to his Wants) the ſame Treaſures which the Ports of *Arabia* procured, did take care to ſecure Pilots to conduct his Ships to thoſe Places; and as the Fleet wanted Men to fit it out, and ſerve aboard it, this Prince, for that Reaſon, obtained (as the Scripture informs us) from *Hiram* King of *Tyre*, ſome People experienced in Maritime Affairs, who, as it likewiſe appears, had alſo Ships in the *Red Sea* (after having ſent the Materials) to join with thoſe of *Solomon* in this Voyage.

It is ſeen by what I have ſaid, in regard of the *Arabians*, that the Iſlands of *Ceylon* and *Sumatra*, were the principal Places (that is to ſay the richeſt) to which they failed; the Fleet of *Solomon* ought certainly to do the ſame in holding the ſame Rout, I would ſay, in traverſing the midſt of the Sea.

It cannot be poſitively affirmed, that the Iſle of *Ceylon* has been formerly rich in Gold, as many of the Learned believed, and that this Fleet, which certainly went thither, drew its Gold from thence, as it did its precious Stones, Caſſia and Cinnamon; but it may be ſuppoſed with much greater Probability, that it got it from ſome Part of the Peninſula of *Malacca*, called anciently the *Cherſoneſe of Gold*, or from the Iſland of *Sumatra*, ſince this has been always, as it ſtill is, full of this precious Metal. The Sea is as eaſy, or eaſier, to paſs from the Iſle of

Ceylon

Ceylon to that of *Sumatra* by the weſtern Monſoon, than it is from *Arabia* to the Coaſt of *Malabar*, or to the Iſland of *Ceylon*, as I have demonſtrated. Theſe two Traverſes have been always practiſed with the greateſt Facility in the World, and no Navigation of all the Ocean is ſo eaſy as this. That which the Learned ſuppoſe, along the Eaſtern Coaſt of *Africa* to *Soffala*, is ten Times more difficult and dangerous, without reckoning that this Place is two hundred Leagues more diſtant from *Arabia*, than the Iſle of *Sumatra* is, and that the Winds, which are not the ſame nigh this Coaſt, as in the Middle of the Sea, are irregular, and very often contrary. In a proper Seaſon, a Paſſage is now made from *Arabia* to *Sumatra* in leſs than a Month, which cannot be done in four, from the ſame Place to *Soffala* (by coaſting *Africk*) in any time that may be choſen.

It is then clear, that this is that direct Rout from *Arabia* to *Ceylon* and *Sumatra*, which the *Arabians* took, and which the Fleet of *Solomon* always choſe, as the eaſieſt and moſt profitable, or as the only one that could procure him the moſt precious Merchandizes of all the Earth, as well as all Sorts of Spices.

Aloes, which is a moſt odoriferous Wood, and which is ſpoken of in Scripture, is only found in theſe Countries, and of which it having been always a principal *Commerce*, is a ſtrong Proof, that the Fleet of the *Arabians*, and that of *Solomon*, went to thoſe ſame Places. Let us yet add, that the Wood of *Almugghim* came from thence, (and may reaſonably be ſuppoſed the *Sandal)* being alſo a ſweet ſmelling Wood; it comes from the Iſland of *Timor*, and the *Macaſſars* have always carried it to *Malacca* and *Achin*, in the Iſle of *Sumatra*, for Sale to the other Nations ot *India*, who have ever diligently ſought it.

Theſe Elucidations, which ſtrongly agree in favour of the Truth of theſe ancient Voyages, ought to draw the Curious from the Perplexities and Embarraſſments, into which the Commentators on the Bible, by the Difference of their Opinions on this Matter, have thrown them. The ancient Hiſtory of *Commerce* receives alſo a clear Light from this eaſy Demonſtration, where the Navigation of the *Indies* has always been, and the Tranſport of the rich Merchandizes that have at all Times come from thence.

Beſides, it is ſeen by theſe ſame Eclairciſſements, that it is by no means neceſſary to make the Fleets of *Solomon* and *Hiram*, undertake the painful Tour of *Africk*, to fetch every time the Gold and Merchandize as far as *Spain*, as Mr. *Huet* has pretended, and yet more recently the Author of the *Spectacle de la Nature*. Theſe Gentlemen, on the Credit of ſome antient Hiſtorians, who relate an Example of a Voyage that was made round *Africk*, have thought that the Fleets of the *Hebrews* and *Tyrians*, which ſailed from the *Red Sea*, made this Route in the ſame manner, and what is more, that they repeated it (according to them) every three Years.

This is not a proper Place to enlarge, on explaining the Difficulties that there were for the Fleets to make this prodigious Tour along Shore, as theſe Authors have advanced: It is eaſier to imagine it in a Cloſet than to make it on the Spot, and to go to examine or prove the Dangers, if they had drawn for themſelves an exact Picture of the Fatigues to be endured in riſking to follow the Coaſts of this great Part of the World, and had painted the unknown Shelves and Banks under Water, with which the Coaſts are ſo well furniſhed; the contrary Winds and Currents which laſt long; and what is worſe, the Wrecks which Tempeſts, almoſt continually, occaſion, on being too near a Shore, they would without doubt have changed their Language. Even now, when Navigation is more perfect than ever, how many Wrecks happen in tempeſtuous Seaſons, when Ships are in Sight of the Coaſts, either near their Arrival at, or after failing from ſome Port? Theſe Wrecks would be more frequent and numerous, if the Seas and Havens were ſtrange and unknown, and without the marine Charts now uſed, of which they were formerly ignorant.

The Coaſts of *Africk* are in many Parts difficult to frequent, there are Heights, Lengths, and Steepneſſes, full of Shelves, and where the Sea is dreadful in the Motion and Noiſe of its Waves, which break againſt an Infinitude of Rocks. How many Ships have the *Portugueſe*, *Engliſh*, and *Dutch* loſt, and ſtill loſe, near the *Cape of Good Hope*, notwithſtanding the great Experience which they have acquired in the Navigation on that Coaſt? Their Loſſes have been ſtill greater on many Occaſions, in the very Road of that Cape.

Africk has in Truth always produced Gold and Ivory, but it is a Miſtake to think, that it has alſo yielded Spices and precious Stones; if Hiſtorians of former Times, and (among others) *Pliny* have affirmed it, they ought to be regarded, as fallen into an Error in that Reſpect, the ſame as has often happened to them in many other Things.

On the contrary, the *Indies* have always abundantly afforded theſe rich Productions, with many others, of which Uſe has been made in Trade. Preſent Experience ſuffices to demonſtrate theſe two Truths; and theſe are Facts which prove in their Turn, that it was not to *Africk*, and yet leſs to *Spain*, that *Solomon* ſent his Fleet to load thoſe precious Commodities,

dities, ſo diligently ſought after in Antiquity. If any ſuch Fleet had riſked making the Tour of *Africk* to come to *Spain*, what Appearance or Probability was there that it returned by the ſame way, and under the ſame Riſques, rather than thro' the *Mediterranean*, to get to ſome Port in *Syria*, which is much nearer, and the Sea better known and leſs dangerous.

Ophir and *Tarſhis*, where the ſaid Fleets went (according to Scripture) are not then the ſame Places, that Meſſ. *Huet* and *Pluche* have endeavoured to eſtabliſh in *Africk* and *Spain*, viz. *Ophir* at *Soffala*, and *Tarſhis* in *Andaluſia*. The learned *Bochart* has likelier found theſe Places in the *Indies*, notwithſtanding the Oppoſition which the *Abbe Pluche* made againſt him. I am ſtrongly led to believe, with *Antoine du Pinet*, (the Tranſlator of *Pliny*) that *Tarſhis* was *Guzurate* named by *Pliny* himſelf, *Gedroſi Populi*. That Author always tranſlated this ancient Name, in that of *Tarſhis* and *Guzurate*.

The firſt Voyages of the *Indies* were made from that Side; and it is probable from this, that the *Hebrews* called the Sea which bordered on it, the Sea of *Tarſhis*, to diſtinguiſh it from the *Red Sea*, which was the neareſt to their Country among thoſe to the Eaſtward of them.

In fine, in reſpect of *Ophir*, it appears, that that Place muſt be *Sumatra*, becauſe this *Iſle* has always been the richeſt in Gold; or elſe the *Peninſula of Malacca*, believed to be the *Golden Cherſoneſe* of the Ancients, and where was found the odoriferous Woods, and other Aromatics, which the more remote Nations have always brought *there*, and even to *Achin*, the Capital of *Sumatra*.

To finiſh this Matter, I ſhall remark that the Author of the *Spectacle de la Nature*, has ſtretched to demonſtrate, " that the Knowledge of the North Star, " rendered Navigation anciently, more bold and for" tunate; that the *Phenicians* were thoſe that applied " themſelves to it moſt; that they taught it with " Succeſs to the *Hebrews*, and that they ſerved for " Guides to the Fleets of *Solomon*; and that in fine " by their indefatigable Activity, and by their con" tinual Attention to the Information of the Polar " Star, they penetrated every where:" by which this learned Man gives us (without doubt) to underſtand, that theſe ſame *Phenicians* made the *Hebrews* make the Tour of *Africk*, by the Aſſiſtance of that Star; but how could it ſerve for this long Voyage, when it is hardly ſeen, only at five Degrees of Northern Latitude, that is to ſay, one hundred Leagues on this Side the Line?

This Author, to ſhew that the *Phenicians* with the *Hebrews* might make this Tour Coaſtways, relates an Example happened ſince, taken from *Herodotus*, *viz.* that *Necao*, King of *Egypt*, ſent ſome Pilots on the *Red Sea*, and ordered them to make the Tour of *Africk*, which they did, and returning by the Streights of *Gibraltar*, they arrived in *Egypt* the third Year: but when will another Fleet, (ſuppoſing this Story true) be able to do the ſame? and ſeeing that theſe Pilots were near three Years in making this Tour, the Fleet of *Solomon* would not have failed being almoſt ſix, in making the ſame Voyage twice, going and coming, without counting its Stay in *Spain*; beſides, a Fleet never ſails (by a third) ſo quick, as a Ship or two ſeparately can.

As theſe Pilots with their People did not incumber themſelves (it is ſaid) with many Proviſions to make this prodigious Tour, they take care to relate the Paſſage of *Herodotus*, which ſays, *that theſe People advanced into the Southern Sea*, (and that as they were not ignorant, *it is ſaid in this Parentheſis*, that the Summer Rains, deſtroyed in the remoteſt Parts of *Africk*, that which was ſown in the Spring) *when they found themſelves in Autumn, they landed, ſowed, and waited the Crop, without ever leaving the Coaſts of* Lybia (that is to ſay of *Africk) getting in their Harveſt, and re-imbarking.*

This ſavours ſtrongly of a Fable, to any one acquainted with the Country and Soil of *Africk*, beſides *Herodotus* ſuppoſes a thing of which he was ignorant, *viz.* that our Autumn makes the Spring in the Meridional Parts of *Africk*, their Seaſons being oppoſite to ours. There might be many Things offered to demonſtrate the Impoſſibility of this Practice among Travellers of this Order.

When a Writer is ignorant of Geographical Particulars, and the Nature of a remote Country he cannot avoid, at leaſt, falling into falſe Suppoſitions, (expreſt or underſtood) when he comes to ſpeak minutely of them. This is that, which Perſons who know theſe Places, by having been there, generally remark very well, and juſtly.

THE

THE MERCHANT's DIRECTORY.

Of Merchants, whether Natives or Foreigners; their Character; ſome Directions for their prudent Conduct; and an Abſtract of the Laws now in Force concerning them.

THE Term MERCHANT (in Latin *Mercator)* or TRADER, from *Tradendo*, as *Minſhew* derives it, is in *England*, according to the general Acceptation of the Word, now confined to him who *buys* and *ſells* any *Commodities in Groſs*, or *deals in Exchange*; that *trafficks* in the way of *Commerce*, either by *Importation*, or *Exportation*; or that carries on Buſineſs by way of *Emption*, *Vendition*, *Barter*, *Permutation*, or *Exchange*; and that makes a continued Aſſiduity or frequent Negociation in the Myſtery of Merchandizing his ſole Buſineſs.

It is true, that formerly every one who was a Buyer or Seller, in the Retail way, was called a Merchant, and they continue to be deemed ſo ſtill, both in *France* and *Holland*; but here Shopkeepers, or thoſe who attend Fairs and Markets, have loſt that Appellation.

The mercantile Profeſſion is very ancient, and generally eſteemed noble and independent: In *France*, by two Arrets of *Lewis* XIV. the one in 1669, and the other in 1701, a Nobleman is allowed to trade both by Land and Sea, without any Diſparagement to his Nobility; and we have frequent Inſtances of Merchants being ennobled in that Country, in regard of the Utility their Commerce, and the Manufactures they have ſet up, has produced to the State. In *Bretagne*, even a Retail-Trader does not derogate from his Nobility, which only ſleeps whilſt he continues to exerciſe it, or, in other Words, he only ceaſes to enjoy the Privileges of his Nobleſſe, whilſt he carries on Commerce, and re-aſſumes it by giving over Trade, without any Letter, or Inſtrument of Rehabilitation. In many other States, and more eſpecially in the Republick of *Venice*, *Holland*, and *Genoa*, its Value encreaſes, and I wiſh I could ſay the ſame Regard was paid it in *England*, as it merits from a trading Nation; but its Importance is not ſo juſtly conſidered by us, as it ought to be, more eſpecially, as we enjoy every deſirable Advantage for carrying it on; and could the Gentlemen engaged in it, be brought to this way of thinking, and be perſuaded to do Juſtice to a Profeſſion we all eſteem honourable, by a ſtricter Imitation of the abovementioned States, and not only to ſtudy, but appropriate their Aſſiduity and Diligence (more eſpecially that practiſed by our induſtrious *Flemiſh* Neighbours) from a ſincere Conviction of the Excellency of the mercantile Employ, we ſhould ſoon outſtrip every Competitor, and render the *Britiſh Merchant* as celebrated as the *Britiſh Valour*, or the *Britiſh Power*, which he more than others contributes to ſupport. It is true, that Trade ſtands ſo fair in the Eſteem of an *Engliſhman*, and promiſes ſo many Occaſions either for raiſing or improving a Fortune, that many younger Sons and Brothers of Peers are frequently bred up to, and embrace it; but then they are too apt to quit it on ſucceeding to the Dignities of their Families, or to ſome publick Employment, and withdraw thoſe Funds, which might otherwiſe be continued in

it, both to their own and the Nation's Emolument; whereas was a contrary Practice obſerved, and could many (whoſe immenſe Riches enable them) be perſuaded to purſue their firſt Beginnings, and deſtine Part of their great Effects to run in this Channel, we ſhould ſee Commerce yet daily improve, and many more active Profeſſors ſhining at the Head of it than we now do, a Number of important Enterprizes might be undertaken, and happily concluded, to the no ſmall Encreaſe both of public and private Intereſt: But it is an Unhappineſs (I mean in regard of Traffic) that many Gentlemen who have been enriched by it, or their Inheritors, frequently withdraw from it, either to live in Retirement, or by an Advancement to Honours and Poſts, change the tranquil and pleaſurable mercantile Employ, for the more troubleſome, tho' ſplendid one of Grandeur and Power; and notwithſtanding ſuch may, and undoubtedly often do, look down on their quondam Buſineſs, as derogatory and now beneath them, yet a prime Miniſter of *France*, and ſeveral ſucceſſive Grand Dukes of *Tuſcany* (as mentioned in the preceding Diſcourſe) I ſhould think might countenance any one's Continuance in it, as they deemed it no Diſparagement to their high Stations, to be diſtinguiſhed for their Trade, as for their Eminency and Greatneſs. And to ſhew how Commerce is thought of by moſt Foreigners, we may ſubjoin to the Examples quoted of the Regard paid it, that many of the *Italian* Princes are the principal Merchants of their States, and think it no Diſcredit to make their Palaces ſerve as Warehouſes. Many of the Kings of *Aſia*, moſt of thoſe on the Coaſt of *Africa* and *Guinea*, traffic with the *Europeans*, either in Perſon or by their Miniſters; ſo that in reality, *Spain* is the only Country I know of, where the mercantile Employ is in Diſrepute; and there it is counted leſs ignoble and ungenerous to beg, than ſollicit a Support, or improve a Fortune by merchandizing. And before I proceed to mention the Laws in Force, concerning *Traders*, I ſhall here deſcribe their neceſſary Qualifications, and give ſome few Rules for their Conduct tending to ſecure them the Succeſs they aim at.

Previous to a Man's engaging in a general Trade, and becoming an univerſal Dealer, he ought to treaſure up ſuch a Fund of uſeful Knowledge, as may enable him to carry it on with eaſe to himſelf, and without riſking ſuch Loſſes and Diſguſts, as great ill concerted Undertakings will naturally expoſe him to; wherefore to reduce this neceſſary Science to a proper Regulation, I ſhall recommend the following Particulars to his Acquirement, and if his Trade is more limited, his Learning and Knowledge may be ſo too.

The general Merchant then ſhould learn,

1. To write properly and correctly.

2. All the Rules of Arithmetic, which have any Affinity or Relation to Commerce.

3. To keep Books of double and ſingle Entry, as Journals, Leidger, &c.

4. To be expert in the Order and Forms of Invoices, Accounts of Sales, Policies of Inſurance, Charter-parties, Bills of Lading, and Bills of Exchange.

5. To know the Agreement between the Monies, Weights and Meaſures of all Parts.

6. If he deals in Silk, Woollen, Linen, or Hair Manufactories, he ought to know the Places where the different Sorts of Merchandizes are manufactured, in what Manner they are made, what are the Materials of which they are compoſed, and from whence they come, the Preparations of theſe Materials before working up, and to the Merchandizes after their Fabrication.

7. The Lengths and Breadths which Silk, Woollen, or Hair Stuffs, Linens, Cottons, Fuſtians, &c. ought to have, according to the diverſe Statutes and Regulations of the Places where they are manufactured, with their different Prices according to the Times and Seaſons, and if he can add to his Knowledge the different Dyes and Ingredients, which enter for the Formation of the various Colours, it will not be uſeleſs.

8. If he confines his Trade to that of Oils, Wines, &c. he ought to inform himſelf particularly of the Appearances of the ſucceeding Crops for his Government, in diſpoſing of what he has on hand, and to learn, as exactly as he can, what they have produced when got in, for his Direction in making the neceſſary Purchaſes and Engagements.

9. What are the Sorts of Merchandizes which are found more in one Country than another, them which are ſcarce, their different Species, and Qualities, and the propereſt Method for bringing them to a good Market, either by Land or Sea.

10. Which are the Merchandizes permitted or prohibited, as well entering, as going out of the Kingdoms or Eſtates where they are made.

11. The Price of Exchange, according to the Courſe of different Places, and what is the Cauſe of its Riſe and Fall.

12. The Cuſtoms due on Importation or Exportation of Merchandizes, according to the Uſage of the Places, Tarifs and Regulations, that he trades to.

13. The beſt Manner of folding up, embaleing, or tonning the Merchandizes for their Preſervation.

14. The Price and Condition of freighting, and inſuring Ships and Merchandizes.

15. The Goodneſs and Value of all Neceſſaries, for the Conſtruction and Repairs of Shipping, the different Manners of their Building, what the Wood, the Iron, the Maſts, the Cordage, the Anchors, Cannons, Sails, and all Requiſites may coſt.

16. The Wages commonly given to the Captains, Officers, and Sailors, and the Manner of engaging with them.

17. The foreign Languages (or at leaſt as many of them as he can attain to) which may be reduced to four principal ones, *viz.* 1. The *Spaniſh*, which is in Uſage in almoſt all the Eaſt, particularly on the Coaſts of *Africk*, from the *Canaries* to the *Cape of Good Hope*. 2. The *Italian*, underſtood on all the Coaſts of the *Mediterranean*, and in many Parts of the *Levant*. 3. The *Teutonick* or *German*, which is underſtood in almoſt all the northern Countries. And, 4. *French*, which is now become almoſt univerſally current, faſhionable and uſeful.

18. The conſular Juriſdiction with the Laws, Cuſtoms, and Uſages, of the different Countries he does or may trade to; and generally all the Ordinances and Regulations, which have any relation to Commerce, either at home or abroad.

19. In fine, altho' it is not preciſely neceſſary that a Merchant be very learned, it is, notwithſtanding, very proper that he know ſomething of Hiſtory, particularly that of his own Country, Geography, Hydrography, or the Science of Navigation, and that he has Knowledge of the Diſcoveries of the Countries where Trade is eſtabliſhed, in what Manner it is ſettled, of the Companies which are formed to ſupport thoſe Eſtabliſhments, of the Colonies that they have ſent out, of which he need not want Memoirs, as almoſt all are inſerted in this Work, and which he may alſo learn from the Relations of Travellers; all theſe Things are of a very great Utility for the Enterprizes of Commerce, which he may have a Deſign to undertake.

We may add to the forgoing Requiſites for forming a Merchant, that he ought on all Occaſions to have a ſtrict Regard to Truth, and avoid Fraud and Deceit as corroding Cankers to his Reputation and Fortune; for however cunningly the Maſk is wore, Chance may, or Time certainly will, diſcover the Cheat, and render the Wearer expoſed to the Contempt and Inſults of thoſe he has impoſed on; and to what has been ſaid, permit me to ſubjoin the Advice, that he who undertakes a foreign Trade ſhould do it with great Caution and Circumſpection, obſerving ſeveral Circumſtances tending to ſecure him Succeſs: As firſt to make himſelf Maſter of that Branch of Commerce he intends to engage in; and if he does not tranſact this Buſineſs perſonally, to be cautious in his Choice of Factors; above all, that they be noted for their Capacity and Integrity; otherwiſe the beſt laid Scheme may be rendered abortive, and produce a conſiderable Loſs, inſtead of an expected Advantage, thro' the Treachery, Neglect, or Ignorance of the Agent; for which Reaſon, a Trader ſhould not be drawn in to employ a Factor, with whoſe Character he is unacquainted, from any Motive whatſoever, even from that moſt prevailing one, of ſerving for a leſs Commiſſion than what others commonly do, as I am ſure no Trade is worth carrying on, that will not afford the Allowance generally made to thoſe the Merchant thinks proper to ſubſtitute and employ. His firſt Care, therefore, ſhould be the Choice of ſuch a Correſpondent as he can depend on, whoſe Integrity will naturally lead him aſſiduouſly to ſollicit and promote the Intereſt of his Principal, unbiaſſed by any ſiniſter Views of his own. But as many Merchants, who engage in the foreign Trade, as well as thoſe who confine themſelves to one at home, tranſact a great Part of the Buſineſs themſelves, I ſhall here add ſome valuable Remarks for their Government in Purchaſes, and Sales, partly extracted from Monſ. *Savary*'s *Parfait Negociant*, and partly what my own Experience has furniſhed me with, as they may be equally ſerviceable to an *Engliſh* and *French* Reader, tho' Mr. *Savary*'s Share of them were principally intended for the latter.

Trade becomes more or leſs troubleſome, according as it is more or leſs extenſive; and it is for this Reaſon, that Merchants ought to appropriate different Maxims and Conſiderations, for the Conduct and Management of their Affairs.

Thoſe who traffic in the Merchandizes of our own Manufactories, or confine their Trade to the Conſumption of one City only, run leſs Riſques, and carry on their Buſineſs eaſier than thoſe, who diſpoſe of their Goods, not only in the Place of their Reſidence, but to Dealers, or Retailers, in other Parts of the Kingdom, or abroad; this ſhall be explained after treating of the Manner which Merchants ought to obſerve in the Purchaſe of Commodities, and the eſtabliſhing Fabricks themſelves.

And for this it is to be remarked, that in Places where any conſiderable Manufactories were ſettled, there are generally aſſociated Merchants, who ſupply the Fabricators with the neceſſary Materials for their Works, which they ſell them, and in Payment take their Goods, which they afterwards diſpatch in other Places or on the Spot, to ſupply Commiſſions given them.

Tho' there are ſome of the Artificers ſo opulent, as to buy and procure the Ingredients they want for the Supply of their Manufactories from firſt Hands; yet there are others, who (being Maſters of leſs Stocks) ſell their Goods to the firſt Purchaſers that aſk after them.

Now Merchants muſt govern themſelves in their Dealings with theſe three Sorts of Men, according as the Times and Seaſons ſhall dictate; for in thoſe, when the Merchandizes are ſcare and in demand, they muſt buy of all as well as they can, and according to the Advantages that may preſent; but when Commerce is dead, or little ſtirring, and abundance of Goods lying on hand, they ſhould then act with Circumſpection, and obſerve the following Maxims in all their Purchaſes.

1. When Goods begin to riſe in Price (which commonly proceeds from theſe two Cauſes, either that the Value of the Materials is conſiderably augmented on account of their Scarcity, or that there are but few Goods ready-made, to ſupply a briſk Demand) it is natural for thoſe that are perfected to encreaſe in Eſteem, in proportion to the Want and Paucity of them; but it is Prudence in him that would buy under ſuch Circumſtances, to examine the Cauſes that produce this Augmentation; and if the Goods are Silk, enquire whether the Crop of that Commodity has been good or bad; tho' if the Seaſon has been moiſt and rainy, at the Place of its Growth, he may be aſſured of the latter, and that the Scarcity of the Merchandize proceeds from this of the principal Material.

It is equally the ſame in the Manufactories of Cloth, and other Woollens; when Wools are ſcarce and riſen in Price, and the ſame with Linens under the Shortneſs of the Crop of Hemp and Flax, and indeed of all Sorts of Materials, which compoſe the Manufactures of the different Sorts of Merchandizes, current in Trade; becauſe the Scarceneſs of theſe (as has been ſaid) augments their Price, and conſequently that of the Commodities made of them.

There is no doubt, that when the augmented Price of Merchandizes proceeds from the Scarcity of their Materials, that it not only remains ſo, *long*, but that it daily riſes by little and little; and in this Caſe affords the Merchant no room for Deliberation, who ought immediately to buy and make his Bargain, to receive yet afterwards (in a certain Time) the Quantity he judges he may want to ſell.

If the Riſe of Goods comes from there being few in the Fabricks, and a great Demand for them, and not thro' a Want of the Materials which compoſe them, the Buyer ought to act with Sagacity and Prudence in their Purchaſe; becauſe this probably is a Fire that will ſoon paſs, and this Augmentation laſt no longer than the Warmth that occaſioned it, for two Reaſons; the firſt, becauſe it may be Chance effect it, proceeding from ſome Merchants of different Places, accidentally giving their Commiſſions at the ſame Time, or that they happened to meet at the Manufactories, which makes the Fabricators ſtand firm to their Prices; tho' when theſe Merchants are ſupplied, Things return to the ſame State they were in before; and ſuch an Occurrence makes them ſometimes even diminiſh greatly in their Value; becauſe the Workmen ſeeing themſelves ſought after, engage deeply in their Fabricks, and the Abundance then occaſions a Cheapneſs, in the ſame Manner, as a Scarcity before produced the Reverſe, and theſe Conſiderations are very important towards ſucceſsful Purchaſes.

2. The ſecond Maxim neceſſary to be obſerved in the buying of Merchandizes, is, to be extremely circumſpect in his Words, that his Deſire of having the Goods he is treating for may not appear; and he ſhould not ſlight or undervalue them, in order to be thought not to want them, as this Cunning only ſerves to embarraſs the Mind of the Manufacturer, and make him more firm and tenacious under the Uncertainty, whether this is a Feint or not, and is a Means of his not ſo ſoon reſolving to part with his Goods at the Price offered, for fear of being ſurprized: On the contrary, he ought to act with Sincerity and Frankneſs, accompanied, however, with Prudence; Workmen liking better to deal with ſuch Sort of Chapmen, than with thoſe who uſe Tricks and Subtlety.

3. The third is to conſider whether the Merchandize has diminiſhed in Price from a higher Degree to which it was before mounted, or whether it augmented in Price from a lower one, at which it was, by reaſon of a Dulneſs in Trade, or by the too great Abundance that there had been in the Fabricks: This is the greateſt Nicety in the Buyers.

For if it is at the Height of its Dearneſs, and it comes to fall, then you ought not to buy, becauſe it

it is certain, that if the Cauſe which made it mount to ſo high a Price ceaſes, that it will daily diminiſh, till it returns to the Point of its juſt Value.

On the contrary, if the Goods are at their loweſt Value, and the Price begins to riſe, it is then a Time to buy, becauſe it is certain, that it will daily augment, ſo long as the Cauſe which gave room for its Augmentation laſts.

And though what has been ſaid, may appear a Paradox, it is however a Truth founded on Experience, and by which the moſt ſkilful and ingenious Merchants have greatly loſt or gained, according as they have timely taken their Meaſures, or neglected them.

4. The fourth Maxim in the Purchaſe of Goods, is both to know and reflect, where they will meet the beſt Sales, and then ſuit their Quality to the Taſte of the Inhabitants.

5. The fifth Maxim is to buy of the pooreſt Workmen; becauſe they not having the Means to lay up their Manufactures, muſt ſell cheaper than the more powerful ones will, who have Subſtance, and can keep their Goods till a fit Opportunity offers for a more advantageous Sale.

6. The ſixth Maxim is not to be drawn in to engage beyond your Capital by the tempting Bait of a cheap Purchaſe, and from a wrong Calculation of your Ability to pay at the Time agreed on; as a Failure of Punctuality herein will occaſion a Loſs of Credit among the Fabricators, not to be recovered.

7. The ſeventh Maxim is not to employ, as Factors at the Fabricks, any who act as Merchants, and ſell the Materials to the Manufacturers; for they always buy the Goods dearer than others who have nothing to ſell, becauſe they give a Part in Payment, and very often to recover from their Debtors, they take of them Merchandize in Payment, which are neither ſo good, nor handſome, as thoſe bought with ready Money.

8. The eighth and laſt Maxim, which I ſhall mention on this Subject, is, that if the Buyer has a Partner, one of them ſhould be on the Spot, for two Reaſons; *firſt*, becauſe being firſt intereſted in the Trade, he is more diligent, and takes better Care of what he does, than a Factor, who often regards nothing more than his own Intereſt, and who having Commiſſions from ſeveral Merchants, favours thoſe he pleaſes: the *ſecond* is, becauſe Affairs are tranſacted more ſecretly, and many Times, Opportunities offer for good Purchaſes, which one commiſſioned doth not dare to engage in, though on ſuch Adventures large Profits are frequently to be made.

Theſe Maxims alſo hold good in the Purchaſe of all other Commodites, and if carefully attended to, will lead the Merchant in the Steps he ought to tread, to ſecure Succeſs; and as theſe have been directed to guide him in laying out his Money to the beſt Advantage, I ſhall now borrow the Aſſiſtance of the ſame Author to furniſh him with proper Directions, for his Management in conducting his Sales. And,

Firſt, The Merchant ſhould avoid many Words, and Circumlocutions in his Dealings; as this looks more like a Retailer, than one who is not ſo; and ſuppoſing he is treating with one of this laſt Diſtinction, he may be aſſured, that the Buyer underſtands the Value of the Goods, ſo that the Merchant only occaſions himſelf an unneceſſary Trouble to aſk much out of the way; therefore what is principally to be obſerved in Sales on Truſt, is, that his Debtor be one noted for his Punctuality and Honeſty, and alſo diſpatches a large Quantity of Goods, as theſe Motives ſhould induce a Preference to be given one ſo qualified, (tho' with leſs Profit) rather than to another with an inferior Credit,and a ſhorter Trade.

2. If the Merchandizes dealt in, are ſuch, as are dependant in ſome Sort for their Value on the Mode; Seaſons ought to be conſulted for advantageous Sales; ſo that if thoſe proper for the Winter, are aſked for at the latter End of it, it is not reaſonable to expect ſo much then as in the beginning, neither is it conſiſtent with the Owner's Intereſt to keep them, as he may have no other Offers till the returning Year, and he then riſques their continuing in Faſhion, ſo that it will be prudent to embrace any tolerable Offer under theſe Circumſtances that is made him.

3. He ought not to truſt too much to any one Perſon; for in caſe of a Failure, it may ſtraiten him, and in the End bring him to the ſame Misfortune; therefore Prudence will direct him to diſperſe his Effects in many Hands, that if one or two miſcarry, he may be leſs ſenſible of his Loſs, and better able to ſupport it; this is a very neceſſary Maxim to be obſerved by thoſe who have large Dealings, as the Sufferings by a contrary Practice are innumerable, and there is no one Article of Miſconduct that has brought ſo many to Ruin as this.

4. A Merchant ſhould not inconſiderately engage with young Men, who have little more to recommend them to Credit, than being the Children of rich Parents, as a Truſt on this Account, is the Product of a very falſe Maxim; becauſe if they do otherwiſe than well, their Fathers would hardly pay their Debts, as the Creditor may have flattered himſelf,

neither is it reaſonable to expect it; no more than to think they ſhould incommode themſelves, or hurt their other Children purely to ſupport a Son, which Gaming, Debauchery, or at beſt Imprudence, has reduced.

5. If it happens, that Debtors omit paying what they owe at the Times agreed on, the Creditors ſhould not oppreſs them with an extravagant Intereſt; for though Neceſſity obliges them ſeemingly to ſubmit, it is a ſure Canker to their Fortunes, which too often at laſt involves both the Truſted, and him that truſts, in Ruin. Beſides, if the latter eſcapes a Failure, he has drawn the other into, I ſhould think he could not the Laſhes of Conſcience, when reflected on his occaſioning the Debtor's Misfortunes, by the Extortion he had impoſed.

6. The ſixth Maxim is never to lend to any Sort of Perſons whatſoever, on an unjuſtifiable Security; nor to take an unwarrantable Intereſt; for this is a deteſtable Act, and expoſes the Uſurer to the Penalty of the Law, and renders him abominable both in the Sight of God and Man.

It is however both reaſonable and prudent, for a Merchant to take Pledges or Securities from his Debtors, and to be cautious of what they conſiſt; for if they are in Merchandize, the Colours, Faſhions, &c. of them may change, or the Quality may ſuffer by keeping; ſo that whilſt he imagines he has the Value of what is owing him in Hand, he may be miſtaken by the half: And in theſe Caſes of lending or ſelling on Truſt, and taking Pawns, inſtead of Notes for Security, the Seller or Lender ſhould add to the above Precaution, *that* of making the Terms of the Depoſit very clear and apparent, in Caſe of a Failure in the Debtor, and a conſequential Claim of the Goods by the other Creditors, as a joint Property; otherwiſe he may be accuſed of endeavouring to abſcond the Bankrupt's Effects; and if he has not taken the prudent Steps he ought in his Dealings, may be obliged to give up what he received as (and eſteemed) a Security, beſides ſuffering in his Reputation, for being unable to juſtify what he aſſerted and pretended; it would therefore be very proper to have the Affair tranſacted before Witneſſes, or at leaſt to have all the Goods that are pledged particularly expreſt, in the Note or Obligation given for the Truſt or Loan, by which Means the aforementioned Inconveniencies would be avoided.

7. A Merchant ſhould always endeavour the Sales of ſuch Goods, as are decaying, damaged, or growing unfaſhionable, as ſoon as he conveniently can; and if Money is not obtainable for them, he ſhould truck them, if he can do it, on a tolerable Footing; regarding, however, in this Caſe, not to make the Exchange, as one may ſay, with his Eyes ſhut, but, *firſt*, to obſerve, that he is well verſed in the Quality, and has a perfect Knowledge of the Goods he takes in Return, otherwiſe he may verify the Proverb of being *Out of the Frying-Pan into the Fire.* As Deceits are very common in theſe Sorts of Negociations, *ſecondly*, he ought to know, where, and on what Terms he can get rid of his new Effects, otherwiſe he may riſque loſing more by them than his old ones. And, *thirdly*, he ſhould always avoid giving any Share of ready Money in the Bargain, if he poſſibly can, as he that parts with it, is ſure to have leſs Advantage in theſe uncertain Dealings, than he that receives it.

8. And *laſtly*, a Merchant ſhould never ſell any of his Goods in ſmall Parcels, except drove thereto by meer Neceſſity, as this is derogating from his Character, and will certainly occaſion him a Loſs of his Retail Cuſtomers.

Merchants here were always particularly
regarded by the Common-Law, tho' the Ditto.
municipal Laws of *England*, or indeed of
any one Realm, are not ſufficient for the ordering and determining the Affairs of Traffick and Matters relating to Commerce; Merchandizing being ſo univerſal, and extenſive, that it is impoſſible, therefore, the Law Merchant (ſo called from its univerſal Concern) all Nations take ſpecial Knowledge of; and the common and ſtatute Laws of this Kingdom, leave the Cauſes of Merchants in many Caſes to their own peculiar Laws. In the Reign of King *Edward* IV. a *Merchant Stranger* made Suit before the King's Privy Council, for ſeveral Bales of Silk feloniouſly taken from him, wherein it
was moved, that this Matter ſhould be 13 *Edw.* IV.
determined at common Law; but it
was anſwered by the Lord Chancellor, that as this Suit was brought by a *Merchant*, he was not bound to ſue according to the Law of the Land.

In former Times it was conceived that thoſe Laws, that were Prohibitory againſt foreign Goods, did not bind a *Merchant Stranger*; but it has been a long Time ſince ruled otherwiſe; for in the Leagues that are now eſtabliſhed between Nation
and Nation, the Laws of either King- 19 *Hen.* VII.
dom are excepted; ſo that as the *Engliſh* in *France*, or any other foreign Country in Amity, are ſubject to the Laws of that Country, where they reſide, ſo muſt the People of *France*, or any other Kingdom, be ſubject to the Laws of *England*, when reſident here.

Engliſh

Mich. 12 and 13 *Eliz.* Dyer 206.

Engliſh Merchants are not reſtrained to depart the Kingdom, without Licence, as all other Subjects are; they may depart, and live out of the Realm, and the King's Obedience, and the ſame is no Contempt, they being excepted out of the Statute 5 *R.* II. c. 2. and by the common Law they might paſs the Seas without Licence, tho' not to merchandize.

9 *Hen.* III. c. 30.

By *Magna Charta* it is enacted, that all *Merchant Strangers* in Amity, (not publickly prohibited) ſhall have ſafe Conduct to come into, depart out of, and remain in *England*, and to travel by Water or Land, in and through the ſame to buy and ſell, *&c.*

Stat. 9 *Edw.* III. c. 1.

And if any Diſturbance or Abuſe be offered them, or any other *Merchant* in a Corporation, and the Head Officer there do not provide a Remedy, the Franchiſe ſhall be ſeized, and the Diſturber ſhall anſwer double Damages, and ſuffer one Year's Impriſonment, *&c.*

14 *Edw.* III. Stat. 2. c. 2.

All Merchants (except Enemies) may ſafely come into *England*, with their Goods and Merchandize.

5 *R.* II. c. 1. 5 *Hen.* IV. c. 7.

Merchant Strangers may come into this Realm, and depart at their Pleaſure, and they are to be friendly entertained; and *Merchants Alien* ſhall be uſed in this Kingdom as Denizens are in others by the Statute.

27 *Edw.* III. c. 17.

No *Merchant* ſhall be impleaded for another's Debt, whereof he is not Debtor, *&c.* and if a Difference ariſes between the King and any foreign State, Alien Merchants ſhall have forty Days Notice, or longer Time to ſell their Effects, and leave the Kingdom.

Treaty of Commerce with *Spain*, and other Powers.

N. B. The Time for *Merchants* to withdraw their Effects, has been by all late Treaties enlarged to ſix Months, during which Term they are to remain free and unmoleſted as well in Perſon as Goods.

27 *Edw.* III. c. 3. and 38 *Edw.* III. c. 2.

All *Merchants* may buy Merchandize of the Staple, and any *Merchant* may deal in more Merchandizes than one; he may buy, ſell, and tranſport all kinds of Merchandize, excepting by later Acts, Wool, *&c.*

18 *Edw.* II. c. 21.

Merchant Strangers are to find Sureties, that they ſhall not carry out the Merchandize which they bring into *England*.

4 *Hen.* IV. cap. 15. 5 *Hen.* IV. c. 9.

And when they bring any Merchandize into the Realm, and ſell the ſame for Money, they are to beſtow it upon other Merchandizes of *England*, without exporting any Gold or Silver in Coin, Plate, *&c.* on Pain of Forfeiture.

Act for Trade, 15 *Car.* II. c. 7.

This Law is altered, permitting Gold or Silver Bullion, or any foreign Coin, or Jewels to be exported.

8 *Hen.* VI. c. 24. 3 *Hen.* VII. c. 8.

The ſame extends as well to Denizens as Strangers, and in Strictneſs of Law, they ought not to receive any Gold in Payment. But now Payment may be made in any of the current Coins of this Kingdom.

1 *Ric.* III. c. 9.

And the Reaſons of theſe Laws were to keep the Gold and Silver within the Realm, and at the ſame Time increaſe our Manufactures by encouraging their Exportation abroad.

Foreign Merchants are to ſell their Merchandize at the Port where they Land in *Groſs*, and not by *Retail.*

1 *Eliz.* c. 11.

And Merchandize is to be laden, and unladen, at certain Ports, and in the Day-Time, under Penalties.

Stat. 12. *Car.* II. c. 4.

It ſhall be lawful for *Merchants* to tranſport Iron, Armour, Piſtols, Muſkets, Saddles, Swords, Bridles, *&c.*

1 *W.* and *M.* Seſſ. 1. cap. 34.

Merchants, &c. corrupting or adulterating Wine, or ſelling the ſame adulterated, are liable to Penalties.

12 *Ann.* cap. 8.

On Importation of Tobacco Merchants have an Allowance of Eight *per Cent.* &c.

11 *Hen.* VII. c. 14. 22 *Hen.* VIII. c. 8. 1 *Eliz.* cap. 1. Co. 2. Inſt. fol. 742.

All Merchants, Strangers, that ſhall be made Denizens, either by the King's Letters Patents, or by Act of Parliament, muſt pay for their Merchandize, like Cuſtom and Subſidy, as they ought, or ſhould pay before they were made Denizens.

31 *E.* III. 7. *Coke* on *Littleton*, fol. 182, 2 *Levinz.* 188.

The Wares, Merchandizes, Debts or Duties that Merchants have as Joint-Traders or Partners, ſhall not go to the Survivor, but ſhall go to the Executor of him that is deceaſed *;

* Sed quære, *for it hath been ſince held, that the Executor and Survivor cannot join, for the Remedy ſurvives, though the Duty doth not; and therefore on Recovery he muſt be accountable to the Executor for that.* Martin. v. Crump. Salk. 414.

and

and the Executor may join in an Action with the ſurviving Merchant.

1 *Vern.* 217. In Copartnerſhips between Merchants, it is not neceſſary to provide againſt ſurvivorſhip.

If two Joint-Merchants occupy their Stock, Goods and Merchandize in common, to their common Profit, one of them naming himſelf a Merchant, ſhall have an Account againſt the other, naming him a Merchant, and ſhall charge him as *Receptor* † *Denariorum*, &c. that is, *as Receiver of the Money of him* B, *from whatever Cauſe and Contract it ſhall redound to the common Profit of them* A *and* B, *as may be made appear by* Lex Mercatoria, 10 *H.* VII. 16. a.

Lord *Raymond*, 340. So where there are two Joint-Merchants, and one of them dies, the other ſhall have Account againſt their Factor, without the joyning of the Executor of the deceaſed.

2 Rolls Abr. 702, 703. In an Action upon the Caſe againſt A, the Plaintiff declares upon the Cuſtom between Merchants, *&c.* that if two Merchants are found in Arrear upon an Account, and they promiſe to pay it at certain Days, that any or either of them, may be charged for the whole ſingly; and then ſhewed the Account, that A and B, were found in Arrears ſo much, *&c.* and promiſed to pay it at certain Days, but did not, and the Plaintiff brought his Action againſt A only, and reſolved that it lay.

Yel. 198, 1 Bulſt. 134. To call a Merchant *Alien Bankrupt*, is actionable. *Tarloot cont. Morriſon.*

Yel. 135. 1 Brow. 103. *Perniſon* and *Pountey*'s Caſe. Debt upon a Bill by a Merchant to pay foreign Coin, amounting to ſo much to be paid upon the Feaſt of the Purification called *Candlemas-Day.* Upon *non eſt factum* pleaded, *Verdict* for the Plaintiff. Moved in Arreſt of Judgment, that the Declaration was not good, becauſe Payment at *Candlemas* is not known in our Law; yet the Judgment was affirmed, for that amongſt Merchants, ſuch Payment is known to be on the 20th of *February*, and the Judges ought to take Notice of it, being uſed among Merchants, for the Maintainance of Traffick.

28 *Edw.* III. cap. 13. Sect. 3. No Ship ſhall be obliged to come to any Port of *England*, nor to abide, againſt the Will of the Maſter, or of the Merchants, whoſe the Goods be; and if ſuch Ships come of their good Will, or be driven by Misfortune to any Port in *England*, and the Maſters or Merchants will ſell Part of their Merchandizes, it ſhall be lawful for every Man to buy ſuch Merchandizes, albeit the ſame be not put to Land to ſell; ſo that no Merchant or other go to meet ſuch Ships to foreſtal the Merchandizes; ſo that the Maſters and Merchants, after they have ſold that which pleaſeth them, and paid the Cuſtom, may freely depart, and none ſhall diſturb any Ship to come to any Port of *England*, but to the Port where the Maſters and Merchants will of their free Will arrive, nor ſhall meddle with the Sale of the Merchandizes, nor diſturb the Merchants; and if any ſet Diſturbance, he ſhall incur a grievous Forfeiture to the King. *Confirmed by* 20 Ric. II. *c.* 4.

Indebitatus Aſſumpſit for 1000*l.* for Monies had and received, and alſo an *Inſimul Computaſſet*, upon Account, the 1000*l.* became due; the Defendant pleaded the Statute of Limitations; the Plaintiff replyed, that he is a Merchant, and the Proviſo, and Exception for Merchants Accounts. By *Twiſden*, *Rainsford*, and *Moreton*, *abſente Kelyng*, ſtated Accounts between Merchants as this Caſe is, are not within the Proviſo, but only Accounts current, *Webber cont. Tyrell.* 1 *Levinz.* 287. 2 *Keeble* 622. 2 *Sand.* 124. where Judgment for Defendant; yet the Caſe of *Martin* and *Delboe*, 1 *Levinz.* 298. to the contrary upon an Account ſtated between Merchants; yet the ſame Caſe, 1 *Mod.* 70. Judgment for Defendant, 2 *Keeble* 674. 1 *Vent.* 89. and 1 *bid.* 465. See likewiſe the Caſe of *Farrington* and *Lee*, 1 *Mod.* 268. and 2 *Mod.* 311.

All Kinds of Merchandizes may be exported and imported, from and to *Ireland*, by Aliens, as well as Denizens, but Wool and Woollen Manufactures, *&c.* are prohibited to be exported from thence into foreign Parts, by a modern Statute. 33 *Edw.* III. c. 18.

Cattle, Butter, Cheeſe, *&c.* are not to be imported from *Ireland* into this Kingdom, on pain of Forfeiture to the Poor. 32 *Car.* II. c. 2.

The Inhabitants of the Iſlands of *Jerſey* and *Guernſey*, may import into *Great-Britain*, Goods of their own Growth and Manufacture, Cuſtom free. Stat. 3. *Geo.* I. c. 4.

No Wine, Brandy, Tobacco, *Eaſt-India* Goods, *&c.* ſhall be brought from the *Iſle of Man*, into *Great-Britain* or *Ireland*, on Pain of Forfeiture; *&c.* 12 *Geo.* I. c. 28.

† Co. Litt. 172. lib. Incrat. 17, 18, 19. F. N. B. 117. D.

Privil. *Londini.* A Woman that uſeth a Trade in *London* without her Huſband, is chargeable without him, as a Feme ſole Merchant, ſhe ſhall plead as ſole, and if condemned be put in Priſon till ſhe pay the Debt, alſo the Bail for her are liable if ſhe abſent herſelf, and the Huſband ſhall not be charged.

1 *Jac.* II. c. 8. Sect. 2. It ſhall not be lawful without Licence from the King, to import by way of Merchandizes, Gunpowder, Arms, Ammunition, or Utenſils of War, on pain to forfeit the ſame; and the Importers, or they in whoſe Cuſtody ſuch Gunpowder, *&c.* ſhall be found, ſhall forfeit treble the Value thereof.

35 *Eliz.* c. 11. Sect. 2. All Perſons which ſhall tranſport Beer beyond the Seas for Merchandize, ſhall, if a Stranger before tranſporting, if a Subject born, then within four Months after, bring into this Realm, for every ſix Tons of Beer, two hundred of Clapboards, fit for to make uſe of, in Length three Feet and two Inches, or elſe the ſame Caſk again, or ſo much other good Caſk; or if the Tranſporting be into *Ireland*, then to bring ſo much Shaffold Board, as the Clapboard amounteth to.

Sect. 3. No Stranger ſhall tranſport beyond the Seas any Pilchards or other Fiſh in Caſks, unleſs the ſame Perſon have brought into this Realm, for every ſix Tons of Fiſh, according to the Rate aforeſaid of Clapboard or Caſk, upon pain of Forfeiture of the Beer, Pilchards and Caſk.

Sect. 4. It ſhall not be lawful to tranſport Wine Caſks out of this Realm with Beer or Beer-eager, nor any Wine Caſk ſhaken, except for the Victualling of any Ship, or of her Majeſty's Garriſons and Forces, upon Forfeiture of forty Shillings for every Ton of Caſk.

Sect. 5. This Act ſhall not extend to the Tranſportation of Herrings in Caſks.

Continued indefinitely by 3 Car. I. c. 4. *and* 16 Car. I. c. 4.

Ordin. pro. Stat. Hiber. 17 *Edw.* I. cap. 3. The Juſtices of *Ireland* ſhall not arreſt Ships or Goods, but Merchants may carry their Merchandizes forth of *Ireland*, to *England* or *Wales*; and if any Juſtice do the contrary, he ſhall ſatisfy double Damages, and be grievouſly puniſhed by the King.

Idem. 34 *Ed.* III. cap. 17. Merchants may come into *Ireland* with their Merchandizes, and from thence freely return with their Merchandizes and Victuals ſaving to the King his ancient Cuſtoms, and other Duties.

15 *Car.* II. c. 7. Sect. 2. When the Prices of Corn, *Wincheſter* Meaſure, do not exceed the Rates following, *viz.* the Quarter of Wheat 48*s.* of Barley or Malt 28*s.* of Buck Wheat 28*s.* of Oats 13*s.* 4*d.* of Rye 32*s.* of Peaſe or Beans 32*s.* it ſhall be lawful for all Perſons to tranſport the ſaid Corn to any Parts beyond the Sea as Merchandize.

Idem. Sect. 3. When the Prices of the ſaid Corns, do not exceed the Rates above-mentioned, at the Place where they ſhall be imported, there ſhall be paid for Cuſtom of every Quarter of Wheat 5*s.* and 4*d.* of Rye 4*s.* of Barley or Malt 2*s.* 8*d.* of Buck Wheat 2*s.* Of Oats 1*s.* 4*d.* and for Peaſe or Beans 4*s.*

22 *Car.* II. cap. 13. S. 1 It ſhall be lawful for every Perſon, Native or Foreigner, at any Time to tranſport as Merchandize all Sorts of Corn, although the Prices exceed the Rates in 15 *Car.* II. cap. 7. and when the Prices of Corn at the Places where the ſame ſhall be imported, exceed not the Rates following, there ſhall be paid for Cuſtom theſe Rates, *viz.* for every Quarter of Wheat, when the ſame ſhall not exceed 53*s.* 4*d.* 16*s.* when the ſame ſhall exceed 53*s.* 4*d.* and not exceed 4*l.* there ſhall be paid 8*s.* For every Quarter of Rye, when the ſame doth not exceed 40*s.* 16*s.* For every Quarter of Barley, Malt, or Buck Wheat, when the ſame doth not exceed 32*s.* 16*s.* For every Quarter of Oats, when the ſame doth not exceed 16*s.* 5*s.* 4*d.* For every Quarter of Peaſe and Beans, when the ſame doth not exceed 40*s.* 16*s.* each Quarter to contain eight Buſhels, and each Buſhel eight Gallons.

Idem. Sect. 2. When the Prices of Corn ſhall not exceed the Rates aforeſaid, there ſhall be paid the Duties, payable before the making of this Act.

Continued by 2 *Will.* and *Mar.* Stat. 1. Cap. 4. Sect. 3. 1 *Ann.* Stat. 1. Cap. 13. Sect. 2. and 9 *Ann.* Cap. 6. Sect. 2 *and made perpetual by* 3 *Geo.* I. Cap. 7.

1 *Will.* and *Mar.* Stat. 1. Cap. 12. S. 2. When Malt or Barley ſhall be at 24*s.* *per* Quarter, Rye at 32*s.* *per* Quarter, and Wheat at 48*s.* per Quarter, or under, in any Port of this Kingdom, every Perſon who ſhall put on board in *Engliſh* Shipping, (the Maſter and two-thirds of his Mariners being *Engliſh* Subjects) any Sorts of the Corn aforeſaid, with intent to export the ſame, ſuch Perſon ſhall bring a Certificate under his Hand, containing the Quantity and Quality of Corn ſo ſhipped, to the Collectors of the Cuſtoms, and upon Proof of ſuch Certificate, by one Perſon upon Oath, and upon Bond given of 200 *l.* for every hundred Tons of

Corn ſhipped, that the ſaid Corn (Dangers of the Seas excepted) ſhall be exported beyond Sea, and not again landed in *England*, *Wales*, *Guernſey*, *Jerſey*, or *Berwick*; every Merchant ſo ſhipping, *&c.* ſhall receive from the Collectors, for every Quarter of Barley or Malt 2*s.* 6*d.* for Rye 3*s.* 6*d.* for Wheat ground or unground 5*s.* without any Fee: And upon Certificate returned under the common Seal of the chief Magiſtrate of any Place beyond Sea, or under the Hands and Seal, of two known *Engliſh* Merchants upon the Place, that ſuch Corn was then landed, or upon Proof that ſuch Corn was taken by Enemies, or periſhed upon the Seas, the Bond ſhall be delivered up without Fee.

1 *Will.* and *Mar.* Stat. 1. Cap. 24. Sect. 18.

Where Malt or Barley of *Engliſh* Growth ſhall be at 24*s.* the Quarter or under, Rye at 32*s.* Wheat at 48*s.* in *Berwick*; every Perſon who ſhall put in *Engliſh* Shipping (the Maſter and two-thirds of his Mariners being their Majeſty's Subjects) any of the Corn aforeſaid, from the Port of *Berwick*, to export the ſaid Corn, and ſhall purſue the Method preſcribed by 1 *Will.* and *Mar.* Cap. 12. ſhall have the Benefit of the ſaid Act.

11 and 12 *Wil.* III. Cap. 20. Sect. 4.

The Subſidy and all other Duties payable upon Exportation of Wheat, Rye, Barley, Malt, Beans, Peaſe, and other Corn, ground or unground, Bread, Biſcuit, and Meal, ſhall ceaſe.

12 and 13. *Wil.* III. Cap. 10. Sect. 93.

If the Collector of the Cuſtoms have not ſufficient in his Hands to ſatisfy ſuch Money as ſhall be due to any Exporter of Corn, by 1 *Will.* and *Mar.* Stat. 1. Cap. 12. ſuch Collector ſhall give the Perſon demanding ſuch Money, without Fee, a Certificate of what is due to ſuch Perſon for the Corn exported from ſuch Port, certifying to the Commiſſioners, that he hath not Money ſufficient; which Certificate being affixed to the *Debenture* for the Corn, and produced, the Commiſſioners are required to cauſe the Monies to be paid in three Months by the General Receiver, out of Monies ariſing out of ſuch Duties in the Port of *London*, as are chargeable with the ſame.

5 *Ann.* Cap. 29. Sect. 10.

For all Oatmeal and Grain, called Beer or Bigg, which ſhall be exported from *England*, *Wales*, or *Berwick*, there ſhall be the like *Premium* given upon Exportation, as is to be given by the Articles of Union, upon Exportation of Oatmeal and Beer from *Scotland*; the Merchant bringing a Certificate under his Hand, containing the Quantity of ſuch Oatmeal or Beer, to the Collector of the Cuſtoms, and making ſtroof of ſuch Certificate by one Perſon upon Oath, and giving Bond in 10*l.* for every Ton of Oatmeal, and for every forty Buſhels of Beer, that the ſame ſhall be exported beyond Sea, and not re-landed; which *Premium* the Merchant ſhall receive of ſuch Collector, and upon Certificate returned under the common Seal of the chief Magiſtrate, in any Place beyond Sea, or under the Hands and Seals of two known *Engliſh* Merchants upon the Place, that ſuch Oatmeal or Beer was there landed, or upon Proof that the ſame was taken by Enemies, or periſhed upon the Seas, the Bond ſhall be delivered up without Fee.

Every Perſon exporting Malt, made of Wheat, ſhall receive of the Collectors of the Cuſtoms, *&c.* five Shillings for every Quarter ground or unground.

2 *Geo.* II. c. 18. Sect. 4.

The Officers of the Cuſtoms ſhall admeaſure all Corn, whereon there is an Allowance payable for Exportation, and ſuch Admeaſurement ſhall be made by a Meaſure containing four *Wincheſter* Buſhels; and if ſuch Corn ſhall be brought to be ſhipped in Sacks, the Officers are to make Choice of two of theſe Sacks, out of any Number not exceeding twenty, before the ſame ſhall be put on board, and thereby compute the Quantity intended to be ſhipped, and according to ſuch Computation, the Allowance ſhall be paid to the Exporter, upon his producing a Certificate from the Officers of the Cuſtoms, atteſting the Quantity and Quality of the Corn ſhipped for Exportation.

Ditto Sect. 5.

The like Regulations ſhall be extended to the aſcertaining the Prices and Quantity of Beer or Bigg, Oatmeal and Wheat Malt intended for Exportation. *Provided*, that nothing in this Act ſhall alter the preſent Practice of ſhipping Corn from the Port of *London*; but the ſame may be meaſured by ſworn Meters, by whoſe Certificate, the Searchers or other Officers of the Cuſtoms, are to certify the Quantity of Corn ſhipped for Exportation, as hath been practiſed.

5 *Geo.* II. c. 12. Sect. 1.

It ſhall be lawful for the Juſtices of Peace, for the ſeveral Counties within *England*, *Wales*, and *Berwick*, wherein foreign Corn ſhall be imported, at their Quarter Seſſions, to give in Charge to the Grand Jury, to make Preſentment of the Market Prices of midling *Engliſh* Corn of the Sorts mentioned in an Act 22 *Car.* II. cap. 13.

Such

Sect. 2. Such Preſentment ſhall be certifyed by the Juſtices, to his Majeſty's chief Officer of the Cuſtoms, in every Port where ſuch Corn ſhall be imported, and be hung up in the *Cuſtom-houſe.*

Sect. 3. The Duty of foreign Corn imported, ſhall be paid, according to the Prices contained in ſuch Certificates.

Sect. 4. Nothing in this Act ſhall prejudice the Authority given by the 1 *Jac.* II. cap. 19, to the Mayor, Aldermen, and Juſtices of Peace of the City of *London.*

Sect. 5. No Warrant, Cocket, *&c.* ſhall be granted for carrying to Sea, from any Port within *England*, *Wales*, and *Berwick*, to any other Port of the ſame, any foreign Corn after Importation thereof; and no Perſon ſhall tranſport any foreign Corn, or foreign Corn mixed with *Engliſh*, under Penalty, that all ſuch Corn that ſhall be tranſported or laden contrary to this Act ſhall be forfeited, and every Offender ſhall forfeit 20*s.* for every Buſhel of ſuch Corn, and the Ship upon which ſuch Corn ſhall be laden, ſhall be forfeited; and the Maſter and Mariners of ſuch Ship wherein ſuch Offence ſhall be committed, knowing ſuch Offence, and aſſiſting thereunto, ſhall be impriſoned three Months.

11 *Geo.* II. c. 22. Sect. 1. If any Perſon beat, wound, or uſe any Violence to hinder one from buying Corn, and ſhall ſtop or ſeize on any Carriage loaded with Wheat, Flower, *&c.* and deſtroy the ſame, or ſhall take away, or hurt any of the Horſes or Drivers, *&c.* upon Conviction, he ſhall be ſent to Goal or Houſe of Correction, and be kept to hard Labour, not exceeding three Months, nor for leſs than one, and ſhall be once publickly whipped at the Market-Place on a Market-Day.

Sect. 2. If any Perſon after Conviction ſhall commit any of the Offences a ſecond Time, or ſhall pull down or deſtroy any Storehouſe, or Place where Corn ſhall be kept to be exported, or ſhall enter on board any Ship, and from either of theſe Depoſitories, carry away or deſtroy any Corn, Meal, *&c.* ſuch Offenders ſhall be adjudged guilty of Felony, and ſhall be tranſported for ſeven Years.

Sect. 5. The Inhabitants of every Hundred in *England*, wherein ſuch Offence ſhall be committed, ſhall make Satisfaction for all Damages ſuſtained not exceeding 100*l.*

Sect. 6. Provided that no Perſons be enabled to recover Damages by this Act, unleſs they by themſelves or their Servants, within two Days after Damage done, ſhall give notice of ſuch Offence to one of the Conſtables of the Hundred, or to the Headborough, *&c.* of the Town, *&c.* in, or near which ſuch Fact ſhall be committed, and ſhall within ten Days after ſuch Notice, give in their, or their Servants Examinations upon Oath, before any Juſtice of Peace where ſuch Fact ſhall be committed.

Sect. 7. Where any Offence ſhall be committed againſt this Act, and any one of the Offenders ſhall be apprehended and convicted within twelve Months after the Offence, no Hundred ſhall be liable to make Satiſfaction.

Sect. 8. No Perſon ſhall be enabled hereby to ſue or bring any Action againſt any Hundred, 'till after the Expiration of One Year, nor unleſs the Parties ſuſtaining ſuch Damage ſhall commence their Action within two Years after the Offence.

12 *Car.* II. cap. 4. Sect. 4. If any Goods of any Merchant born Denizen ſhall be taken by Enemies or Pirates upon the Sea, or periſh in any Ship that ſhall be taken or periſhed, whereof the Duties ſhall be paid or agreed for, and that duly proved before the Treaſury or chief Baron of the Exchequer, by the Examination of the Merchants, or by two Witneſſes, or other reaſonable Proof; the ſame Merchants may newly ſhip in the ſame Port where the Goods were cuſtomed, ſo much other Goods as the Goods loſt ſhall amount unto in Cuſtom, without paying any thing, ſo as the Proof be recorded and allowed in the Exchequer, and certifyed to the Collectors of the Port; and every Merchant Denizen, who ſhall ſhip Goods in any Carrack or Galley, ſhall pay all Cuſtoms and Subſidies as any Alien born.

Sect. 5. Provided that it ſhall be lawful to all Subjects to tranſport in Ships, and other Veſſels of Subjects, all Herrings and other Sea-Fiſh to be taken by Subjects out of any Port, to any Place out of his Majeſty's Dominions without paying Cuſtom.

Sect. 10. It ſhall be lawful for any Perſon to tranſport by way of Merchandize any of theſe Goods following, *viz.* Iron, Armour, Bandeleers, Bridle-Bits, Halbert-Heads, and Sharps, Holſters, Muſkets, Carbines, Fowling-Pieces, Piſtols, Pike-Heads, Sword and Rapier-Blades, Saddles, Snaffles, Stirrups, Calf-Skins dreſſed, or undreſſed,

Geldings, Oxen, Sheep-Skins dreſſed without the Wool, and all Manufacture made of Leather, paying the Rates appointed by this Act.

Sect. 11. It ſhall be lawful for any Perſon to tranſport by way of Merchandize, Gunpowder, when the ſame doth not exceed the Price 5*l.* per Barrel.

And having now quoted the Laws in Force immediately concerning Merchants, who cannot always act without their Subſtitutes and Dependants, the Tranſition is natural from the former to the latter, and I ſhall therefore proceed to treat of them in Order.

Of Factors, Supercargoes, and Agents.

ALL theſe Denominations import and ſignify the ſame Thing, in regard of their Function, though different in the Method and Place of diſcharging it, and is always underſtood to be *One* who acts for *Another*, and who buys, ſells, and negociates, in Conformity with the Orders of his Principal, under the various Circumſtances of his Principal's Limitations and Directions.

The former of theſe are generally eſtabliſhed in ſome foreign Part, to tranſact the Buſineſs of purchaſing, ſelling, tranſporting, and exchanging, that ſhall be committed to his Care; and the latter more properly for the receiving and paying of Monies; whilſt the Supercargo's Employ is confined to the Sales of Goods under his Direction on ſome Voyage, and it may be the Purchaſe of others, in Conformity with the Orders his Employer may give him; they ought all to be Maſters of the Trade and Buſineſs they engage in, as many Advantages, or the reverſe, depend on their Conduct and Proceedings.

A Factor is but a Servant to the Merchant, and receives from him, in lieu of Wages, a Commiſſion or Factorage, according to the Uſage of the Place, where he reſides, or the Buſineſs he tranſacts, this being various in different Countries, and on the Purchaſes and Sales of different Commodities: He ought to keep ſtrictly to the Tenour of his Orders, as a Deviation from them, even in the moſt minute Particular, expoſes him to make ample Satisfaction, for any Loſs that may accrue from his Non-obſervance of them; and it is very reaſonable, it ſhould be ſo, as the Diſtance of his Situation renders him unable to judge of his Principal's Views and Intentions; therefore he ſhould ſubmit blindly to them, tho' always exerting his beſt Endeavours for the Merchant's Intereſt, as his Gain is certain, whilſt his Employer's is precarious.

When unlimited Orders are given to Factors, and they are left to ſell or buy on the beſt Conditions they can, whatever Detriment occurs to their Conſtituents, they have their Excuſe in their Hands, as it is to be preſumed they acted for the beſt, and were governed by the Dictates of Prudence.

A Factor is barely a Truſtee for his Principal, therefore, if this latter, having Goods in the other's Hands, owes him Money by ſimple Contract, and then dies indebted by Specialty, more than his Aſſets are worth, the Factor cannot retain the Goods. 2 *Vern.* 117. vol. 1. *Vern.* 428. and 2 *Vern.* 638.

If a Factor receives only a bare Commiſſion to ſell and diſpoſe, it will not enable him to truſt, for in the due Execution of his Authority, he ought on a Sale to receive *quid pro quo*; and on the Delivery of the one, to receive the other; for otherwiſe, by that means, as they may truſt ſix Months, they may truſt ſixteen Years; nor by Virtue of any Clauſe in their Orders, that leaves them at Liberty to act as they think beſt, or of doing as if the Affair was their own, may they truſt an unreaſonable Time, as ten or twenty Years, inſtead of one, two, or three Months, ſuppoſing this the accuſtomary Time of Credit for the like Commodities: And ſo it was adjudged, where one had remitted Jewels to his Factor in *Barbary*, who diſpoſed of the ſame to *Mulleſhack* the Emperor, for a Sum certain, to be paid at a Time, which being elapſed, the Factor not obtaining it, was forced to make the ſame Good to his Principal. 7 *Jac.* B. R. Rot. 416. *Barton* and *Saddocks.* Bulſt. 1. part 103. *Yelv.* 202. 1 *Mod.* 100, 101.

Again, one and the ſame Factor may, and generally does act for ſeveral Merchants, who muſt run the joint Riſk of his Actions, though they are mere Strangers to one another; as if five Merchants ſhall remit to one Factor five diſtinct Bales of Goods, and the Factor makes a joint Sale of them to one Man, who is to pay one Moiety down, and the other at ſix Months End; if the Buyer breaks before the ſecond Payment, each Man muſt bear a proportional Share of the Loſs, and be contented to accept of their Dividend of the Money advanced.

But if ſuch a Factor draws a Bill of Exchange upon all thoſe five Merchants, and one of them accepts the ſame, the others ſhall not be obliged to make good the Payment. *Tamen quere de hoc.* Salk. 126.

And as the Authority and Truſt repoſed in Factors is very great, ſo ought they to be provident in their Actions for the Benefit of their Principals; and therefore if Factors ſhall give Time to a Man for Payment of Monies contracted on Sales of their Principals Goods, and after the Time is elapſed, they ſhall ſell Goods of their own to ſuch Perſons for ready Caſh (leaving their Principals unreceived) and then ſuch Man break and become inſolvent, the Factor, in Equity and Honeſty, ought to make good the Loſſes; for they ought not to diſpenſe with the Non-payment of their Principals Monies, after they become due, and procure Payment of their own to another Man's Loſs, tho' by the Laws of *England* they cannot be compelled.

Heath verſ. *Turner Winch.* 24, 25.

If Goods are remitted to a Factor, and upon Arrival he ſhall make a falſe Entry at the *Cuſtomhouſe*, or land them without entering, whereby they ſhall incur the Seizure or Forfeiture, whatſoever the Principal is endamaged, he muſt inevitably make good, nor will ſuch general Clauſe help him, as above; but if a Factor makes his Entry, according to Invoice, or his Letters of Advice, and it happens that theſe are erroneous, if the Goods are then loſt, the Factor is diſcharged.

Leviſon verſ. *Kirke* Trin. 7. *Jac.* in B. R. *Lane*'s Rep. 65.

And as Fidelity, Diligence, and Honeſty, are expected from the Factor, ſo the Law requires the like from his Employer, judging the Act of the one to be the Act of the other; and therefore, if a Merchant ſhall conſign counterfeit Jewels to his Factor, who ſells and diſpoſes of them for valuable Conſiderations, as if they were right; if the Factor receives any Loſs or Prejudice thereby, by Impriſonment or other Puniſhment, the Maſter ſhall not only make good the Damage to the Factor, but alſo render Satisfaction to the Party damnified: And ſo it was adjudged, where one *How* was poſſeſſed of three counterfeit Jewels, and having Factors in *Barbary*, and knowing one *Southern*, a Merchant, was reſident on the Place, conſigns thoſe Jewels to his Factor, who receiving them, intreated *Southern* to ſell them for him, telling him that they were good Jewels, whereupon *Southern*, not knowing they were counterfeit, ſold them to the King in whoſe Dominions he reſided, for eight hundred Pounds (they being worth really but one hundred Pounds) and delivered the Money to the Factor, who remitted the ſame to *How:* The King, not long after finding himſelf cheated, committed *Southern* to Priſon, till he repaid the eight hundred Pounds. Whereupon *Southern* coming to *England*, brought his Action againſt *How*, and had Judgment to recover his Damage, for the Principal ſhall anſwer for his Factor in all Caſes, where he is privy to the Act or Wrong: And ſo it is in Contracts, if a Factor ſhall buy Goods on the Account of his Principal (eſpecially if he has uſed ſo to do) the Contract of the Factor will oblige the Principal to a Performance of the Bargain.

2 Rolls. 5. 2 *Cro.* 468. *Bridgman* 126, 127. *Popham* 143.

When Factors have obtained a Profit for their Principal, they muſt be cautious how they diſpoſe of it, for if they act without Commiſſion or Order, they become reſponſible. Goods remitted to Factors ought in Honeſty to be carefully preſerved, as the Truſt repoſed in them is great; and therefore a Factor robbed, in an Account brought againſt him by his Principal, the ſame ſhall diſcharge him *. And ſo it is if a Factor buys Goods for his Principal, which afterwards happen to be damnified, the Principal muſt bear the Misfortune; but if a Factor ſhall diſpoſe of the Goods of his Principal, and take Money that is falſe, he ſhall make good the Loſs; yet if he receives Monies, and afterwards the ſame is by Edict or Proclamation leſſened in Value, the Merchant, and not the Factor, muſt there bear the Loſs.

The Factor muſt likewiſe be careful in regard of Letters of Credit, obſerving nicely whether they are for a Time limited, or to ſuch a Value, or not exceeding ſuch a Sum, or General, as he may otherwiſe bring himſelf into conſiderable Loſſes.

If a Merchant remits Goods to his Factor, and about a Month after draws a Bill on him, the Factor, having Effects in his Hands, accepts the Bill, then the Principal breaks, againſt whom a Commiſſion of Bankruptcy is awarded, and the Goods in the Factor's Hands are ſeized; it has been conceived, the Factor muſt anſwer the Bill notwithſtanding, and come in a Creditor for ſo much as he was inforced by reaſon of his Acceptance to pay.

Quære, if Equity may not relieve in ſuch Caſes.

A Factor, who enters into a Charter-party with a Maſter for Freightment, is obliged by the Contract, but if he loads aboard generally; the Goods, the Principals, and the Lading are made liable for the Freightment, and not the Factor.

The Factor having Money in his Hands appertaining to his Principal, receives Orders from him, to make Inſurance on Ship and Goods, as ſoon as he has loaded, which if he has neglected to perform, and the Ship miſcarries, he ſhall (by the Cuſtom of

* *Southcote*'s Caſe. *Cok.* Lib. 4. Fol. 84.

Merchants)

Merchants) be obliged to make good the Damage, and in caſe of Loſs, he ought not to make a Compoſition without Orders from his Principal.

Goore and als cont. *Dawbeny*, 2 *Leon*. 75, 76.

One Joint-Factor may account without his Companion by the Law of Merchants, for Factors are oftentimes diſperſed, ſo as they cannot be both preſent at their Accounts.

In *Capp*'s and *Tucker*'s Caſe. 2 *Rolls*'s. Repts. 497.

A Merchant delivered Goods to be ſold in *Spain*, and the Factor ſells them to one, who becomes a Bankrupt, we judge here that he ſhall be diſcharged.

1 *Vent*. 113.

In Account it was held *per Curiam*, that if a Man delivers Money to his Bailiff or Factor to lay out for him in Commodities, he cannot bring an *Aſſumpſit*, but only an Account; for it may ſo happen, that the Factor hath laid out more Money than he hath received.

A Factor ſhould always be punctual in the Advices of his tranſactions, in Sales, Purchaſes, Affreightments, and more eſpecially in Draughts by Exchange; for if he ſells Goods on Truſt without giving Advice thereof, and the Buyer breaks, he is liable to Trouble for his Neglect; and if he draws without adviſing his having ſo done, he may juſtly expect to have his Bill returned proteſted, to his no ſmall Detriment and Diſcredit.

If a Factor deviates from the Orders he receives in the Execution of a Commiſſion for purchaſing Goods, either in Price, Quality or Kind, or if after they are bought, he ſends them to a different Place from that he was directed to, they muſt remain for his own Account, except the Merchant, on Advice of his Proceedings, admits them according to his firſt Intention.

Lex Merc. p. 113.

A Factor that ſells a Commodity under the Price he is ordered, ſhall be obliged to make good the Difference, and if he purchaſes Goods for another at a Price limited, and afterwards they riſe, and he fraudulently takes them for his own Account, and ſends them to another Part, in order to ſecure an Advantage that ſeemingly offers, he will (on Proof thereof) be obliged by the Cuſtom of Merchants to ſatisfy his Principal for Damages.

Ditto.

If a Factor, in Conformity with a Merchant's Orders, buys with his Money, or on his Credit, a Commodity he ſhall be directed to purchaſe, and without giving Advice of the Tranſaction ſells it again to Profit, and appropriates to himſelf the Advantage, the Merchant ſhall recover it from him, and beſides have him amerced for his Fraud.

Ditto.

If a Merchant orders his Factor to ſhip him a Sum, in the current Coin of a Kingdom, when Exportation is prohibited, and the Money is ſeized in endeavouring to get it aboard, the Loſs is for the Merchant's Account, and not the Factor's.

If a Factor pays Money of a Merchant's without his Orders, it is at his own Peril; and if he lends his Caſh, without his leave, (tho' he propoſes the Intereſt ſhall be the Merchant's) and any Loſs happens before his Principal's Determination about it be known, it ſhall remain to the Factor.

And as a Factor who has nothing in View but his own Intereſt, and who pays no Regard to the Calls of Honour and Honeſty, ought to be treated as ſuch a Wretch deſerves; one with a contrary Character, who follows the Dictates of Conſcience, and makes right Reaſon, and Integrity, the Rules of his Actions, ſhould meet (as he generally does) a Treatment adequate to his Merits, and be regarded by his Employers, with that Eſteem, which his faithful, diligent, and careful Diſcharge of their Commiſſions, juſtly challenge from them. And as what has been ſaid of the Factor, may ſerve equally the ſame for the Supercargo, I ſhall only add under this Head, that of both Denominations there are conſiderable Diſtinctions, I mean in the beneficial Part of them, as ſome only tranſact the Buſineſs of private Merchants, whilſt others are employed in a more lucrative Service of publick Companies, ſuch as the *Eaſt-India*, *South-Sea*, &c. tho' the Obligations of all are alike, only the latter are better paid for their Trouble, and reap greater Advantages from their Employs, than the former can do.

Of Ships, Owners, Captains and Sailors.

THE great Advantages that ariſe from Trade to a Nation, has been fully proved by the introductory Diſcourſe, and as I have therein given a Deduction of it from the earlieſt Times, the ſeparate Hiſtory of Navigation would be *here* ſuperfluous, as *this* and *Commerce* are ſo blended, or more properly only diſtinct Parts of the ſame Thing, that having ſpoke ſo largely to the one, I have little room, and leſs need, to expatiate much on the other in an hiſtorical way; however, if any Gentleman inclines to a ſepa-

a ſeparate Account of them, he will find his Taſte fully gratified, and Expectations anſwered, on reading the Hiſtory of Navigation, (ſuppoſed to be wrote by the celebrated Mr. *Locke)* prefixed to *Churchill*'s Collection of Voyages and Travels; but to omit it as inconſiſtent with my intended Conciſeneſs, I ſhall proceed to particularize the integral Parts of maritime Affairs; and as a *Ship* is a principal one in them, and indeed without which no foreign Trade could be carried on, I ſhall begin with this wonderful Piece of Art.

Franc. Roccus de Nav. Nau. & Affec. Not. 1. The Name *(Navis)* is derived from the Effect, that is *(à navigando) ſailing*, and the Uſe of it is certainly both neceſſary and profitable to every Commonwealth capable of employing it.

Who was the firſt Architect of theſe floating Fabricks, has been hitherto conteſted, and therefore in all Probability will now never be known; however, (rejecting the fabulous Stories of *Dædalus*, *Janus*, &c.) it is natural to ſuppoſe *Noah*'s Ark inſpired the Idea, and that *it* ſerved as a Pattern to be improved by the firſt *Navigators*, tho' as there was no Occaſion for *ſuch*, 'till about three Centuries after the Confuſion at the *Tower of* Babel had diſperſed its Builders, ſo we may reaſonably conjecture that Occurrence to have been the Epocha from which *Navigation* took its Beginning; as Providence chaſtiſed their audacious Attempt to ſcale Heaven, by diſperſing the Offenders over the Face of all the Earth, and conſequently in their Peregrinations they muſt have found it neceſſary to invent ſome Sort of Veſſels for their Conveyance croſs thoſe great Rivers, which undoubtedly ſometimes impeded their Progreſs, by laying in the Way of their Journey: How they managed in their maritime Affairs when they reached the Sea, Hiſtory leaves us in the Dark, but Neceſſity, would certainly inſpire them with ſome Means, of (at leaſt) ſupplying themſelves with its Products, and it is natural to believe, they went improving on the firſt Invention, as they had Occaſion to diſcover its Defects, 'till by ſucceſſive ones, and Nations, it was brought to the Perfection, in which we now ſee and admire it.

The *Phœnicians*, who are the ſame the Scripture calls *Philiſtines* or *Canaanites*, as is largely proved by *Bochart*, and others, are generally allowed to have been the firſt and ableſt Mariners we read of; yet the *Commerce* of thoſe early Ages, did not require Veſſels of ſuch Strength and Compactneſs as latter Times have, to reſiſt the Storms and Tempeſts they are now expoſed to, by launching out into the main Ocean, and engaging in long and hazardous Voyages, unknown, and, conſequently, unattempted by Infant-Navigation. For though theſe People were bold, and daring enough to engage in ſeveral long Voyages, as to *Ophir*, &c. in which they muſt croſs many ſpacious Gulphs and Bays, to avoid expending a vaſt Space of Time in coaſting round them, yet it is hardly credible, they ever ventured to croſs that immenſe Body of Waters, that lie between *Europe* and *America*, as ſome ſuppoſe, and the Reflection on their doing what they did, without the Aſſiſtance of the Compaſs (then undiſcovered) I muſt confeſs is to me a matter of no ſmall Surprize; for though a learned Author ſuppoſes them to have conducted their Navigation by the Sun's Courſe in the Day, and by that of the Stars in their nocturnal Sailing, (and only ventured to Sea during Summer) yet when one conſiders, that theſe Guides muſt be frequently loſt to them, by cloudy Weather, even in that Seaſon, not only for a little while, but often for Days together, and conſequently their Knowledge of them, (let it have been as great, as the ſaid Author conjectures) by this intervening Occurrence, rendered unſerviceable, we muſt allow them to have been daring Adventurers, in combating the Frowns and Ruffles of a lowering Sky, which muſt frequently have been too boiſterous for their little Skill, and ſlight built Veſſels, to reſiſt or evade, and to riſk the imminent Dangers they expoſed themſelves to, on that fickle Element, by their engaging in thoſe Voyages, which might then be juſtly counted long and dangerous.

The *Greeks*, who were their Scholars in this Science, greatly improved it, and gave their Maſters ſeveral ſignal Overthrows, in their naval Encounters, as at the famous Battle of *Salamis*, &c. and though the *Romans* ſucceeded the *Greeks* in their Profeſſion of this Art, and undoubtedly their Practice muſt lead them to the Diſcovery of its Defects, and, conſequently, to that of its Improvement, yet they and ſeveral ſucceeding Ages ſtill laboured in the Dark, till Providence, about the Year 1300, diſcovered the Loadſtone's Virtue, and by this Means diſſipated the Miſts of Gueſs-work, and rendered Navigation more clear and certain; it is to this happy Diſcovery we owe *that* of new Worlds, and the great Improvement of maritime Affairs, ſince brought to ſuch Perfection.

The Fabrick of Ships has been various, as Occaſions have required, and Invention could dictate to make them anſwer the Intent, which Variety continues to this very Day, not only between Nations, but even in the ſame Country; ſome being built for War, ſome for ſailing, and others with the lucrative View of ſtowing well, and each has a Name properly

perly adapted, as Gallies, Frigates, *&c.* and the Increaſe of theſe, and Improvement of Navigation, has always ſo much merited the Attention of the Legiſlators from the earlieſt Times, as to have occaſioned many excellent Laws being made for theſe Purpoſes, tho' none ſo favourable and compleat among us, as the Act of Trade and Navigation in 12 *C.* II. c. 18. and its being of ſo much Importance to every Trader; and as few of my Readers may have at hand, I have judged it may be of Service to them here to inſert an Abſtract of it, that they may not remain longer ignorant of what ſo much concerns them, as it ſtill remains in full Force and Vigour, having only had a ſmall Part repealed by 17 *Geo.* II. during the late War, which being now over, the whole Act remains as it did before the ſaid partial Repeal, which I leave uninſerted as it is expired.

Act of Navigation.

It is enacted, that after the 1ſt of *December*, 1660, no Goods or Commodities whatſoever ſhall be imported into, or exported out of, any of the *Engliſh* Colonies (or that ſhould afterwards become ſo) in *Aſia*, *Africa*, or *America*, but on Veſſels which do truly belong to the People of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, and navigated with a Maſter, and three Fourths of *Engliſh* Sailors, under the Penalty of forfeiting Ship and Cargo.

2. No Perſon born out of the Allegiance of his Majeſty, who is not naturalized or made a free Denizen, ſhall, after the 1ſt of *February*, 1661, act as a Merchant or Factor, in any of the ſaid Places, upon Pain of loſing all his Goods and Chattles, and of theſe Clauſes the Governors are obliged by Oath, to take Cognizance and Care.

3. No Goods or Commodities whatever, of the Growth or Manufacture of *Africa*, *Aſia*, and *America*, ſhall be imported into *England*, *Ireland*, *Wales*, Iſlands of *Guernſey* and *Jerſey*, or Town of *Berwick upon Tweed*, in any other Ships but thoſe belonging to the ſaid Places, or to the Plantations, and navigated in the Manner aforementioned, under Penalty of forfeiting Ship and Cargo.

5. No Goods or Commodities of a foreign Growth or Manufacture ſhall be brought into *England*, *Ireland*, *Wales*, the Iſlands of *Guernſey* and *Jerſey*, or Town of *Berwick upon Tweed*, in Ships appertaining to his Majeſty's Subjects, but from the Places of their Manufactures and Growths.

5. That all Sorts of Ling, Stockfiſh, Pilchards, Cod, and Herring, or any other kind of dried or ſalted Fiſh, uſually caught by the People of *England*, *Ireland*, *Wales*, or Town of *Berwick upon Tweed*, or any Fiſh-Oil, or Blubber, Whale-Fins, or Whale-Bones, not imported by Ships belonging to the ſaid Places, ſhall pay double Aliens Duties.

6. Henceforth it ſhall not be lawful for any Veſſel in which any Stranger (not denizened or naturalized) is an Owner, or that is not navigated by an *Engliſh* Maſter, and three-fourths *Engliſh* Sailors, to load or carry any Sorts of Goods or Commodities from any Port or Creek of *England*, *Ireland*, *Wales*, Iſlands of *Guernſey* or *Jerſey*, or Town of *Berwick upon Tweed*, to another Port or Creek, of any of them, under Penalty of forfeiting Ship and Cargo.

7. That where any Eaſe, Abatement, or Privilege is given in the Book of Rates, to Goods or Commodities, imported or exported, in *Engliſh*-built Shipping, it ſhall extend only to ſuch as are navigated, with a Maſter and three-fourths of the Sailors *Engliſh*, and where it is required that they ſhall be ſo, the true Intent and Meaning is, that they be ſuch during the whole Voyage, unleſs in caſe of Sickneſs, Death, or being taken Priſoners, to be proved by the Oath of the Maſter or other chief Officer.

8. No Goods or Commodities of the Growth or Manufacture of *Muſcovy*, or any of the Dominions of the Emperor thereof, or any Sort of Maſts, Timber, or Boards, foreign Salt, Pitch, Tar, Roſin, Hemp, or Flax, Raiſins, Figs, Prunes, Olive Oils, nor Sort of Corn or Grain, Sugar, Pot Aſhes, Wines, Vinegar, or Spirits called *Aqua Vitæ*, or Brandy, ſhall, after the 1ſt of *April*, 1661, be imported into *England*, *Ireland*, *Wales*, or Town of *Berwick upon Tweed*, in any Ships, but ſuch as belong to the People thereof, and navigated as before-mentioned; and that no Currants, nor any other Commodities, of the Growth or Manufacture of any Part of the *Turkiſh* Empire, ſhall, after the 1ſt of *September* 1661, be imported into any of the aboveſaid Places, in any but an *Engliſh*-built Ship, and navigated as aforeſaid, except only in ſuch foreign Ships as are the Built of that Country or Place, of which the Goods are the Growth or Manufacture, or of ſuch Port, where the ſaid Goods can only be, or moſt uſually are, firſt ſhipped for Tranſportation, and whereof the Maſter and three-fourths of the Mariners, at leaſt, are of the ſaid Country or Place, under Penalty of loſing Ship and Goods.

9. And to prevent the great Frauds daily uſed in colouring, and concealing Aliens Goods, all Wines of the Growth of *France* or *Germany*, which after the 20th of *October*, 1660, ſhall be imported into any of the Ports or Places aforeſaid, in any other Ships than thoſe belonging to them, and navigated with the Mariners thereof, ſhall be deemed Aliens Goods, and pay Cuſtoms accordingly: And all Sorts of Maſts, Timber, or Boards, as alſo all foreign Salts, Pitch,

Tar,

Tar, Roſin, Hemp, Flax, Raiſins, Figs, Prunes, Olive Oils, all Sorts of Corn or Grain, Sugar, Pot Aſhes, Spirits, commonly called Brandy, or *Aqua Vitæ*, Wines of the Growth of *Spain*, the *Canaries*, *Portugal*, *Madeira*, or Weſtern Iſlands; and all the Goods of the Growth or Manufacture of *Muſcovy* or *Ruſſia*, which after the 1ſt of *April* 1661, ſhall be imported into any of the aforeſaid Places, in any other than ſuch Shipping, and ſo navigated, and all Currants and *Turkey* Commodities, which, after the 1ſt of *September*, 1661, ſhall be imported into any of the aforeſaid Places, in any other than *Engliſh*-built Shipping, and navigated as aforeſaid, ſhall be deemed Aliens Goods, and pay accordingly.

10. And for Prevention of all Frauds in buying of foreign Ships, it is enacted, That from the 1ſt of *April*, 1661, no foreign built Ship whatſoever, ſhall be deemed an *Engliſh* Ship, or enjoy the Privilege of one, until ſuch Time, that he or they, claiming the ſaid Ship, ſhall make appear by the chief Officer of the Cuſtoms, in the Port next to the Place of his or their Abode, that he or they are not Aliens, and ſhall have taken an Oath (which the Officer is hereby authoriſed to adminiſter) that ſuch Ship was by him or them bought for a valuable Conſideration, expreſſing the Sum, as alſo the Time, Place, and Perſons from whom it was bought, and who are his Part Owners, if he have any; all which Part Owners ſhall be liable to take the ſaid Oath before the chief Officer of the Cuſtomhouſe, of the Port next to the Place of their Abode, and that no Foreigner, directly or indirectly, hath any Share or Intereſt therein; and upon ſuch Oath, he or they ſhall receive a Certificate under the Hand and Seal of the ſaid chief Officer, that the ſaid Ship may futurely be deemed as a Ship belonging to that Port, and enjoy the Privilege of ſuch a Ship, and the Officers ſhall keep a Regiſter of all ſuch Certificates as they ſhall give, and return a Duplicate thereof to the chief Officers of the Cuſtoms at *London*, for ſuch as ſhall be granted in *England*, *Wales*, and *Berwick*, and to the chief Officers of the Cuſtoms at *Dublin*, for ſuch as ſhall be given in *Ireland*, together with the Names of the Perſons from whom ſuch Ship was bought, and the Sum of Money which was paid for her, as alſo the Names of all ſuch who are Part Owners of her, if any ſuch be.

11. It is likewiſe enacted, that if any Officer of the Cuſtoms ſhall, after the ſaid 1ſt of *April*, allow the Privilege of an *Engliſh*-built Ship to any foreign built one, until ſuch Certificate be produced, or Oath taken, and until Examination be made whether the Maſter and three Fourths of the Sailors be *Engliſh*, or ſhall allow the Privileges given by this Act to any foreign built Ship, bringing in the Commodities of the Growth of the Country where it was built, until Examination and Proof, whether it be a Ship of the Built of that Country, and that the Maſter and three Fourths of the Mariners are of that Country; or if any Governor of any of the Plantations ſhall ſuffer any foreign built Ship, to load or unload any Commodities or Goods within the Precincts of their Governments, until ſuch Certificate ſhall be produced to them, or thoſe appointed by them, and Examination is made whether the Maſter and three Fourths of the Mariners be *Engliſh*; ſuch Officer of the Cuſtoms, or ſuch Governors, ſhall be diſplaced for the firſt Offence.

12. It is however provided, that this Act, nor any thing herein contained, extend not, or be meant to reſtrain and prohibit the Importation of any of the Commodities of the *Streights* or *Levant* Seas, loaden in *Engliſh*-built Shipping, and whereof the Maſter and three Fourths of the Mariners be *Engliſh*, from the uſual Ports or Places, for lading of them heretofore, within the ſaid *Streights* or *Levant* Seas, tho' the ſaid Commodities be not of the very Growth of the ſaid Places.

13. Provided alſo, that this Act, or any thing therein contained, extend not to reſtrain the importing of any *Eaſt-India* Commodities, loaden in *Engliſh*-built Shipping, and whereof the Maſter and three Fourths of the Mariners are *Engliſh*, from the uſual Places for lading of them in any Part of thoſe Seas to the Southward and Eaſtward of *Cabo bona Speranza*, altho' the ſaid Ports be not the very Places of their Growth.

14. And it is likewiſe provided, that it ſhall be lawful for any of the People of *England*, *Ireland*, *Wales*, Iſlands of *Guernſey* or *Jerſey*, or *Berwick upon Tweed*, in their Ships, navigated with a Maſter and three Fourths *Engliſh* Sailors, to bring in from any of the Ports of *Spain*, *Portugal*, the *Azores*, *Madeira*, or *Canary* Iſlands, all Sorts of Goods or Commodities, of the Growth or Manufacture of either of them.

15. Provided always, that this Act extend not to Bullion, nor yet to any Goods taken by way of Repriſal by any *Engliſh* Ship, navigated as before-mentioned, and with his Majeſty's Commiſſion.

16. Nothing in this Act ſhall extend to lay Aliens Duties upon any Corn of the Growth of *Scotland*, or any Salt made there, or any Fiſh caught and cured by the People of that Kingdom, and imported directly from thence, in *Scotch*-built Veſſels, and ſailed with a Maſter and three Fourths of the Mariners of his Majeſty's Subjects; nor to any Seal Oil of *Ruſſia*,

imported from thence into *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, in Shipping thereunto belonging, and navigated as aforeſaid.

17. And it is hereby enacted, that every Veſſel belonging to any Subject of the *French* King, which after the 20th of *October*, 1660, ſhall come into any Port, Creek, *&c.* of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, and ſhall there lade or unlade any Goods or Commodities, or take in, or ſet on Shore any Paſſengers, ſhall pay to the Collector of his Majeſty's Cuſtoms in ſuch Port, *&c.* for every Ton of the Ship's Burthen, to be computed by the Officer thereunto appointed, the Sum of five Shillings, of current Money of *England*; and that no ſuch Ship be ſuffered to depart out of ſuch Port, *&c.* until the ſaid Duty be fully paid; and that this Duty ſhall continue to be collected for ſuch Time, as a certain Duty, fifty Sols *per* Ton, lately impoſed by the *French* King, or any Part thereof, ſhall continue to be collected upon the Shipping of *England*, lading in *France*, and three Months after, and no longer.

18. And it is farther enacted, that after the 1ſt of *April*, 1661, no Sugars, Tobacco, Cotton Wool, Indigo, Ginger, Fuſtick, or other dying Wood, of the Growth or Manufacture of any *Engliſh* Plantations in *America*, *Aſia*, or *Africa*, ſhall be carried from any of the ſaid *Engliſh* Plantations, to any Place whatſoever, other than to ſuch other *Engliſh* Plantations as do belong to his Majeſty, or to the Kingdom of *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, there to be laid on Shore, under the Penalty of forfeiting Ship and Goods.

19. And for every Ship, which after the 25th of *December*, 1660, ſhall ſet out from *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*, for any *Engliſh* Plantation in *America*, *Aſia*, or *Africa*, ſufficient Bond ſhall be given with one Surety, to the chief Officers of the Cuſtomhouſe of ſuch Port from whence the ſaid Ship ſhall ſail, to the Value of one thouſand Pounds, if the ſaid Ship be of leſs Burthen than one hundred Tons, and of two thouſand Pounds, if the Ship ſhall be of greater Burthen; that in caſe the ſaid Ship ſhall load any of the ſaid Commodities, at any of the ſaid *Engliſh* Plantations, that the ſame Commodities ſhall be brought by the ſaid Ship to ſome Port of *England*, *Ireland*, *Wales*, or to the Port of *Berwick upon Tweed*, and ſhall there put on ſhore the ſame, the Danger of the Seas only excepted: And for all Ships coming from any other Port or Place, to any of the aforeſaid Plantations, who by this Act are permitted to trade there, that the Governor of ſuch *Engliſh* Plantations, ſhall, before the ſaid Ship be permitted to load any of the ſaid Commodities, take Bond, in the Manner, and to the Value aforeſaid, for each reſpective Ship, that ſuch Ship ſhall carry all the aforeſaid Goods that ſhall be laden on board, to ſome other of his Majeſty's *Engliſh* Plantations, or to *England*, *Ireland*, *Wales*, or *Berwick upon Tweed*: And that every Ship which ſhall load any of the aforeſaid Goods, until ſuch Bond be given to the Governor, or Certificate produced from the Officers of any Cuſtomhouſe in *England*, *&c.* that ſuch Bonds have been there duly given, ſhall be forfeited; and the ſaid Governors ſhall twice in every Year, after the 1ſt of *January*, 1660, return true Copies of all ſuch Bonds, to the chief Officer of the Cuſtoms in *London*.

In treating of Maritime Affairs, the Owners of Ships are the firſt which naturally challenge our Regard, and they become ſuch either by building or purchaſing their Veſſels, and this either in Partnerſhip or alone; and if the former, and the Property is diſtributed among ſeveral, the major Part of them may let the Ship out to Freight, againſt the Conſent, tho' not without the Privity of the Minor. *Molloy* de Jur. Mar. Page 220. S. 2.

Two Owners ſent out a Ship without the Conſent of a third, and ſhe was loſt, the third muſt bear his Proportion of the Loſs, becauſe he would have had his Share of the Profit, if any. Ditto Page 221. 1 Vern. 297.

A Voyage ſettled by the major Part of the Owners binds the reſt. 1 Vern. 465.

In caſe a Ship be taken away from the Owners, or they be otherwiſe diſpoſſeſſed, it is provided, both by the Common and Maritime Laws of this Realm, that they maintain an Action of Trover and Converſion for an Eighth, Sixteenth, or any other Part or Share of the ſame; and in an Action on the Caſe, the Plaintiff declared, that he was Owner of the ſixteenth Part of a Ship, and the Defendant Owner of another ſixteenth Part of the ſame Ship, and that the Defendant fraudulently and deceitfully carried the ſaid Ship, *ad Loca tranſmarina* (into a foreign Part) and diſpoſed of her to his own Uſe, by which the Plaintiff loſt his ſixteenth Part to his Damage: On not guilty pleaded, and Verdict for the Plaintiff, it was moved in Arreſt of Judgment, that the Action did not lie for, tho' it be found deceptive. Yet this did not help it, if the Action did not lie on the Subject Matter, and here they are Tenants in common of the Ship, and by *Littleton*, between Tenants in common there is not any Remedy, and there cannot be any Fraud between them, becauſe the Law ſuppoſes a Truſt and Confidence betwixt them, *Lit.* S. 323. 1 Inſt. 199. *Graves* a *Sawcer*, *Ray.* 15, 1 *Levinz.* 29. 1 *Keeble* 38, 3.

and

and upon theſe Reaſons, Judgment was given *quod Querens nil capiat per Billam.*

Bennington adver. Bennington. Owners are not bound to continue their Paction or Partnerſhip longer than they pleaſe, for tho' by the Law Marine, it was required, that a new built Ship ſhould make one Voyage upon the common Riſk, before the Owners ſhould be allowed to ſeparate, yet by the Laws of *England* any Owner may ſell or tranſmit his Right at what Time he pleaſes. *Molloy* de Jur. Mar. Page 222. S. 3.

But if any one obſtinately refuſes his Conſent to a Voyage, the Law will force him either to hold or ſell his Share; but if he will ſet no Price, the reſt may fit the Ship out at their own Coſt and Charges, and whatſoever Freight ſhe earns ſhall be ſolely theirs, and no Part thereof be given to the diſſenting Owner; but if the Ship ſhould miſcarry, or be caſt away, the reſt muſt make him Satisfaction for the Part he held.

Tho' on the contrary, if the greateſt Part of the Owners refuſe to fit out the Veſſel, they ſhall not be compelled on account of their Majority, but in this Caſe the Ship ſhall be valued and ſold, and the like, where Part of the Owners become deficient, and unable to fit her out.

Owners of Ships are liable for the Actions of the Maſters they employ, therefore it behoves them carefully to conſult, as well the Honeſty as Ability of him they intend to commit the Care of their Intereſts to, as the Charge both of the Veſſel, and its lading reſts on him; and the Owners are obliged both by the common Laws of *England,* and the Law-Marine, to make Satisfaction for all Damages, that ſhall accrue thro' the Maſter's Neglect, and were formerly obliged to make good the Contents of a Bill of Loading, ſigned by the Maſter, provided he abſconded, tho' the ſaid Bill of Loading might be iniquitouſly obtained; as I remember to have occurred with a Merchant, who had a Ship of his own from *Liſbon,* and was arreſted, (I think) in fifteen Actions for Money his Maſter had ſigned Bills of loading for, and had run away with, and which he might have continued coining, and formed new Bills every Day to the utter Ruin of his Owner, tho' never ſo wealthy, had not the Act, 7 *Geo.* II. Cap. 15. Sect. 1. prevented ſuch fraudulent Proceedings, by limiting the Owner's Loſs to Ship and Freight, ſo he now knows the Extent of what Damage a roguiſh Maſter can do him, which before was unaſcertained and endleſs.

Tho' if the Maſter commits Offences, either negligently, or wilfully, he ſhall be reſponſible to his Owners for the Reparation of Damages; and they are not bound to ſue jointly, but may do it ſeparately, both according to the common and marine Law; as alſo in caſe the Ship hath by Freight got ſomething clear to divide, and the Maſter hath paid ſome of the Owners their Parts, the reſt may bring their Action for their Shares, without joining with the others. Stanley, v. Ayler 3. Keeble 444.

The Defendant and ſeven other Perſons were Proprietors of a Ship, which uſually carried Goods on Freight between *Topſham* and *London,* and the Plaintiff loaded Goods upon her at the latter, to be carried to the former Port; but the Defendant, not careful of his Duty, had ſo careleſsly ſtowed the ſaid Goods, that tho' the Ship arrived ſafe at *Topſham,* yet the Goods were all ſpoiled. And upon *Non Culp.* pleaded, the Jury found a ſpecial Verdict, *viz.* that the Defendant, and ſeven other Perſons, were Proprietors and Part-Owners of the Ship; that the Ship had a Maſter *Locat* in her by the Part Owners, who had ſixty Pounds Wages for every Voyage between *Topſham* and *London,* that the Goods were delivered to the Maſter, none of the Part-Owners being preſent, and that there was not any Contract made with them, or any of them by the Plaintiff, that the Ship arrived ſafe to *Topſham,* but the Goods were ſpoiled. *Et ſi pro Quer', pro Quer' ſi non pro Def.*

And two Points were made,

1ſt. If the Proprietors are chargeable, no Contract being made with them, and there being a Maſter that is chargeable in reſpect of his Wages, according to the Caſe of *Morſe* and *Slue,* yet *per Holt, C. I.* clearly, that tho' the Maſter be chargeable, in reſpect of his Wages, ſo are the Proprietors in reſpect of their Freight, that they receive for the Carriage of the Goods, at the Election of the Plaintiff.

2dly, If the Action lay againſt the Defendant alone, it appearing that there are other Part-Owners, not made Defendants; and held that the Action did not lie againſt him ſole, but ought to have been againſt all the Part-Owners; for all the Part-Owners are chargeable, in reſpect of the Profit they make by the Carriage of the Goods, and that in point of Contract upon their Undertaking, be it implied or expreſs, and are not chargeable as Treſpaſſers; for then one might be chargeable alone, but in point of Contract, upon their Receipt of the Goods to be carried for hire. Judgment pro Def. as by 3 Mod. 321. *Boſon con. Sand.* 3. *Levinz.* 258. where it is with a *Cur. Adverſare, mes le Reporter ut audivit Judgm. pro Defen.*

Molloy de Jur. Mar. P. 224. S. 6.

If a Ship be broken up, or taken in pieces with an Intent to convert the ſame to other Uſes, and afterwards on change of Mind, ſhe be rebuilt with the ſame Materials, ſhe is now another, and not the ſame Ship, eſpecially if the Keel be ript up, or changed, and the whole Ship be all once taken aſunder and rebuilt, there determines the Partnerſhip, *quoad* the Ship; but if a Ship be ripped up in Parts, and taken aſunder in Parts, and repaired in Parts, yet ſhe remains ſtill the ſame Veſſel, and not another; nay, tho' ſhe hath been ſo often repaired, that there remains not one Stick of the original Fabrick.

Ditto, Page ditto S. 7.

If a Man repairs his Ship, with Plank, or other Materials, not his own, but appertaining to another, yet the Property is not hereby altered, but the Ship maintains and keeps her firſt Owners. Tho' if a Man take Plank and Materials, prepared for the Uſe of Shipping, and belonging to another, the Property of the Veſſel follows the Owner of the Materials, and not the Builder; but if a Man cut down the Trees of another, or takes Timber or Planks, prepared for the erecting or repairing of a Dwelling-Houſe, (nay tho' ſome of them were for Shipping) and builds a Ship, the Property follows not the Owners but the Builders.

Ditto, ditto, Sect. 8.

The Words which were uſually made uſe of formerly in the Sale of Ships, *viz.* her Tackle, Furniture, Apparel, and all other her Inſtruments thereunto belonging, did not convey the Ship's Boat, which, if unexpreſſed in the Sale, remained ſtill in the Owners, as ſhe does, if a Ship is forfeited for committing Piracy.

Rolls Abridg. 530.

Linter's Caſe, Leon. 46, 47.

Tho' Ballaſt is generally uſed in Shipping, where a Veſſel goes out empty, or filled with light Goods, yet it is not eſteemed any Part of her Furniture; and ſo it was adjudged in Debt on Bond; of which the Condition was, that whereas the Plaintiff had bought of the Defendant a Ship, if the Plaintiff ſhall enjoy the ſaid Ship with all the Furniture belonging to the ſame, without being diſturbed for the Ship, or any Furniture appertaining to it, that then, *&c.* and the Caſe was, after the Sale of the Ship, a Stranger ſued the Plantiff for certain Monies, due for Ballaſt bought by the Defendant for the ſame Ship, in which Suit he obtained Sentence, upon which the Ship was ſeized: The Queſtion was whether Ballaſt be Furniture for a Ship or not, and it was reſolved in the Negative; for altho' it may ſometimes be as neceſſary as Sails, yet it is not always ſo, as Ships frequently ſail without it, more eſpecially when a heavy Loading anſwers the Purpoſe by ſupplying its Place.

Bingley's Caſe, Rolls Abridg. fol. 530.

If a Ship commits a Piracy, and is thereby become forfeited, but before Seizure ſhe be *bona fide* ſold, the Property ſhall not be queſtioned, nor the Owners diveſted of the ſame.

1 *Peer Will.* 393, 394.

And if a Mortgagee of Ships, by Deed entruſts the Mortgager with the original Bill of Sale; and the Mortgager indorſes thereon ſubſequent Mortgages, or Bills of Sale of ſeveral Parts of the Ship, the firſt Mortgagee acquieſces, he ſhall be poſtponed.

Molloy de Jur. Mar. Page 225, 226, S. 10.

Where a Ship ſtands in need of Repairs, and the Maſter takes up Money for that Purpoſe, tho' he ſpends it another way, the Owner and Ship become liable to ſatisfy the Lender; but if the Maſter borrows Money to repair or victual the Ship, when there is no occaſion for it, he only ſhall become Dr. and not the Owners, tho' they are generally bound to anſwer the Fact of the Maſter; for as on the one Hand, it would be very unreaſonable, that the Creditor ſhould be bound to take upon him the Care of repairing the Ship, and ſupply the Owners Room, which muſt be ſo, if it ſhould be neceſſary for him to prove, that the Money was laid out on the Ship; ſo, on the other Hand, it is conſiſtent with Reaſon, that he be ſure he lends his Money on ſuch an Occaſion, as the Maſter's Act may thereby oblige the Owners, which he cannot do otherwiſe, than by knowing, that the Money borrowed was neceſſary for the Ship's Repair; and therefore if the Ship wanted ſome Repairs, and a far greater Sum was lent than was needful, the Owners ſhall not be liable for the Whole.

Bridgman's Caſe, *Hobart*, fol. 11, 22, mov. 918.

Gloſs African. ſuper cod. Leg. & S.

Upon an Information *tam quam*, founded upon the Act of Navigation for importing Goods in a foreign Veſſel contrary to that Act, the Queſtion was, whether or not, if a foreign Ship, naturalized by the new Act, being a Prize taken in the late War with *Holland*, be afterwards ſold to a Foreigner, who ſells her again to an *Engliſhman*, whether or no the Oath muſt be taken again, according to the Act; *per Cur.* it need not becauſe the Ship was once lawfully naturalized. *Hardres* 511. *Martin A. Verdne, Molloy de Jure Mar.* Page 227, 228, Sect. 15.

An

Ditto, page 226.

An Agent for the *Eaſt-India* Company (in the *Eaſt-Indies*) bought a Ship and Cargo of the Commander, who had no Right or Power to ſell either, and the Owner on a Suit here, had the Value decreed him, for Ship and Cargo (the Value being found by a Jury) and *Indian* Intereſt, *viz.* 12 *per Cent.*

1 *Peer Will.* 395.

Ditto, page ditto.

If a Man gets Poſſeſſion of a Ship, without a juſt Title to the ſame, he ſhall, (by the Law marine) anſwer ſuch Damage, as the Ship in all Probability might have earned; and the Reaſon of that is, becauſe the only End of Shipping, is the Employment thereof; but if a Warrant be directed out of the Admiralty to the Marſhal, to arreſt ſuch a Ship, and *Salvo Cuſtodire*, (preſerve her in Safety) who by Force of the ſame enters into the Ship; and tho' the Warrant does not mention, that the Officer ſhould carry away her Sails, yet he may juſtify the taking them, for that he cannot *Salvo Cuſtodire* her, unleſs he takes away the Sails.

Dig. Lib. 6. tit. 1. 62. & Lib. 7. tit. 1, 12. S. 1.

Creamer v. Jockley Latch. fol. 188.

Dig. lib. 19. tit. 2. 61.

In caſe a Ship is freighted out, and in Conſequence of the Agreement receives her Lading aboard, if an Embargo happens afterwards, and her Cargoe is taken as forfeited, yet the Owners ſhall notwithſtanding receive the Freight, as the Fault was not in them, but in him whoſe Property the Goods were.

3 Inſt. fol. 58.

In the Main Sea, or in an Arm of it, a Ship may not become a Deodand, tho' any body be drowned out of it, or otherwiſe come by their Death aboard; becauſe on ſuch Waters, Ships are naturally expoſed to the Dangers of tempeſtuous Weather: But a Ship or Veſſel in freſh Water may become a Deodand, as happened with one lying at *Rotherhithe*, near the Shore, to be careened, where a Shipwright being at work under at Low-Water, as ſhe leaned aſide, ſhe unexpectedly turned over, and unfortunately killed him. Upon a Trial at Bar, the Queſtion was, whether ſhe belonged to the Lord of the Manor, contiguous to the Place where the Man was ſlain, or to the Almoner, as a Matter not granted out of the Crown; and it was reſolved, that the Ship was a Deodand, and the Jury found a Verdict for the Lord of the Manor.

Mich. 29 *Car.* II. in B. R.

1 Vent. 47.
1 Sed. 421.
1 Mod. 18.

If a Ship imports prohibited Goods, ſhe cannot be ſeized as forfeit, till there is Condemnation in the Exchequer thereon.

2 Keeb. 604. Horne a Ivye. 12 *Will.* III. Cap. 11. Sect. 1.

If foreign Brandy or Spirits ſhall be imported in any Ship, under fifteen Tons, (except for the Uſe of the Seamen, not exceeding one Gallon each) ſuch Brandy, *&c.* ſhall be forfeited.

2 *Edw.* VI. Cap. 37. Sect. 5.

If any Maſter, Owner, Purſer, or Boatſwain of any Ship, willingly permit any Braſs, Copper, Latten, Bell-Metal, Pan-Metal, Gun-Metal, or Shrof-Metal, whether it be clear or mixed, (Tin and Lead excepted) to be ſhipped contrary to this Act, or perceiving ſuch Metal to be ſhipped, do not diſcloſe the ſame in three Days after Knowledge had, to the Cuſtomer or Comptroller of the Port, or their Deputies, every ſuch Owner, *&c.* ſhall forfeit double the Value of the Metal.

20 *Car.* II. Cap. 7. Sect. 5.

Every Veſſel, with all her Tackle, in which any great Cattle, Sheep or Swine, or any Beef, Pork, or Bacon (except for the neceſſary Proviſion of the Ships, in which the ſame ſhall be brought, not expoſing it to ſale) ſhall be imported, and out of which they ſhall be put on ſhore, ſhall be forfeited; and it ſhall be lawful for any Perſon, within one Year after ſuch Importation, to ſeize the Veſſel, and make Sale thereof to the beſt Advantage, *&c.* and it ſhall be lawful for any Juſtice of Peace of the County, or chief Officer of the Port Town, where ſuch Importation ſhall be, or where any of the Cattle, Beef, *&c.* ſo imported ſhall be brought, by Warrant to cauſe to be apprehended the Maſter and Seamen, having Charge of, or belonging to ſuch Veſſel; and every other Perſon employed in the landing, or taking care of the ſaid Cattle, Beef, *&c.* and them to commit to the common Goal for three Months.

6 *Ann.* cap. 33.

It ſhall be lawful for any Perſons who ſhall reſide in her Majeſty's Dominions to import Cochineal in Ships belonging to any State in Amity, *Spaniſh* Ships, or ſuch as are deemed *Spaniſh* Ships, ſailing with *Spaniſh* Paſſes and Colours, from *Cadiz*, *Sevil*, *Port St. Mary*, *St. Lucar*, and *Gibraltar*, or any other Ports in *Spain*, during the War, *&c.* the Act 12 *Car.* II. cap. 18. notwithſtanding.

Made perpetual 12 *Ann.* Stat. 1. cap. 18. Sect. 3.

1 *Jacob.* I. Cap. 22. Sect. 7.

No Perſon ſhall buy any rough Hide or Calf-Skin in the Hair, but only ſuch as ſhall tan them, except Salt Hides for the Uſe of Ships, *&c.*

38 *Edw.* III. Cap. 8.

No Maſter ſhall loſe his Ship for any ſmall Thing, not cuſtomed, put in the Ship without his Knowledge.

No

14 *Rich* II. Cap. 10. No Cuſtomer or Comptroller ſhall have Ships of their own, nor meddle with the Freight of Ships.

13 and 14 *Car.* II. Cap. 11. Sect. 15, No Ship or Goods ſhall be ſeized as forfeited, for unlawful Importation or Exportation, or for Non-Payment of Cuſtoms, but by the Perſons appointed to manage the Cuſtoms, or Officers of Cuſtoms, or Perſons deputed by Warrant from the Lord Treaſurer, or Under-Treaſurer, or by Commiſſion from his Majeſty under the Great or Privy-Seal, and if any Seizure ſhall be made by any other Perſon for the Cauſes aforeſaid, ſuch Seizure ſhall be void.

Ditto, Sect. 29. In caſe the Seizure or Information ſhall be made upon the Act of Navigation, the Defendants, ſhall, on their Requeſt, have a Commiſſion out of Chancery to examine Witneſſes beyond Sea, and have a competent Time allowed for the Return thereof before Trial; and the Examination of Witneſſes ſo returned, ſhall be Evidence at the Trial.

Ditto, Sect. 35. Every Perſon that ſhall export Goods from any Sort of this Kingdom, capable of a Ship of two hundred Tons upon an ordinary full Sea, to any Part of the *Mediterranean*, beyond the Port of *Malaga*, or import Goods from the Places aforeſaid, in any Ship that hath not two Decks, and do carry leſs than ſixteen Pieces of Ordnance mounted, with two Men for each Gun, and other Ammunition proportionable, ſhall pay for all Merchandizes ſo exported or imported, One *per Cent.* above the Tonnage and Poundage.

Ditto, Sect. 36. It ſhall be lawful to export Fiſh into any of the Ports of the *Mediterranean* in any *Engliſh* Ship, provided one Moiety of her Lading be Fiſh, and to import Merchandize in the ſame Ship for that Voyage, without paying any other Rates than accuſtomed.

8 *Ann.* Cap. 13. Sect. 19. The Maſter of every Ship, carrying Certificate Goods to *Ireland*, ſhall take from the Collector in *Great-Britain*, a Duplicate of his Content, under the Hand and Seal of the Collector and Comptroller, (which they are required to deliver without Fee) and ſuch Maſter ſhall deliver ſuch Duplicate to the Officers of the Cuſtoms in *Ireland*, before he be permitted to land ſuch Goods.

5 *Geo.* I. Cap. II. Sect. 3. In caſe any foreign Goods ſhall, by any Collier, Fiſher-Boat, or other Coaſting Veſſel, be taken in at Sea, or out of any Veſſel, to be landed, or put into any other Ship, *&c.* within the Limits of any Port, without Payment of the Duties, ſuch Goods ſhall be forfeited, and the Maſter of ſuch Collier, *&c.* ſhall forfeit treble the Value, unleſs in caſe of Neceſſity, of which ſuch Maſter ſhall give Notice, and make Proof before the chief Officers of the Cuſtoms of the firſt Port, where he ſhall arrive; the Maſter or other Perſon taking Charge of the Ship out of which ſuch Goods ſhall be taken in at Sea, ſhall forfeit treble the Value.

All Goods not reported, and found after clearing the Ship, by the proper Officer of the Cuſtoms, ſhall be liable to Forfeiture. Ditto, Sect. 4.

Where any Veſſel of fifty Tons, or under, laden with cuſtomable or prohibited Goods, ſhall be found hovering on the Coaſts, within the Limits of any Port, and not proceeding on her Voyage, (Wind and Weather permitting) any Officer of the Cuſtoms may go on board, and take an Account of the Lading, and demand Security of the Maſter, *&c.* by his own Bond, to his Majeſty, *&c.* in treble the Value of the foreign Goods on board, with Condition, that ſuch Veſſel, (as ſoon as Wind and Weather, and the State of ſuch Veſſel doth permit) ſhall proceed regularly on her Voyage, and ſhall land ſuch Goods in ſome foreign Port. And if ſuch Maſter, *&c.* ſhall refuſe to enter into ſuch Bond, or ſhall not proceed on ſuch Voyage, (as ſoon as Wind, Weather, and the State of ſuch Ship will permit) unleſs ſuffered to make a longer Stay, by the Collector, or other chief Officer, (not exceeding twenty Days) all the foreign Goods, on board ſuch Veſſel, may, by any Officer of the Cuſtoms by Direction of the Collector, or other principal Officer, be taken out of the Ship and ſecured; and if ſuch Goods are cuſtomable, the Duties ſhall be paid; and Wool, or any prohibited Goods, found on board, are declared ſubject to Forfeiture *. Ditto, Sect. 8.

All Goods found concealed on board any Ship, after the Maſter ſhall have made his Report at the Cuſtomhouſe, and not mentioned in the ſaid Report, ſhall be forfeited, and may be ſeized and proſecuted by any Officer of the Cuſtoms, and the Maſter of ſuch Ship (in caſe he was privy to ſuch Concealment) ſhall forfeit treble the Value of the Goods. 9 *Geo.* II. Cap. 35. Sect. 27.

It ſhall be lawful for the Officers of Exciſe, to go on board any Veſſel within the Limits of any Port, and to con- 11 *Geo.* I. Cap. 30. Sect. 1.

* N. B. *There is the ſame Act made for any Ship hovering, on the Coaſt of* Ireland, *&c.* by 6 *George* I. Cap. 1. Sect. 62.

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tinue on board, and rummage in like manner as the Officers of the Cuſtoms, for Arrack, Rum, Brandy, or other exciſeable Liquors; and for Coffee, Tea, Cocoa-Nuts, Chocolate, and Cocoa-Paſte; and to ſeize for his Majeſty's Uſe, all ſuch of the ſaid Commodities there found, as by Law ſhall be forfeited, together with the Package; and to ſeize ſuch of the ſaid Commodities, as before due Entry, and without paying or ſecuring the Duties on the Importation, ſhall be found unſhipping or unſhipped.

15 *Car.* II. Cap. 7. S. 16. For Encouragement of the *North Sea Iſland*, and *Weſtmony* Fiſheries, no freſh Herring, freſh Cod, or Haddock, Coal-Fiſh, or Gull-Fiſh, ſhall be imported but in *Engliſh*-built Ships, and having Certificate as in the Act, and whereof the Maſter and three Fourths of the Mariners are *Engliſh*, and which have been caught in ſuch Ships, and not bought of Strangers, under Pain of Forfeiture of all ſuch Fiſh, and the Ship in which it was imported.

9 *Geo.* II. Cap. 35. S. 3. No *Britiſh* Ship, trading to any Part of the *Mediterranean* Sea, beyond *Malaga*, ſhall be entitled to the Exemption granted in the Act 13 and 14 *Car.* II. Cap. 11. Sect. 36. (herein before recited) for that one Moiety of the Loading of ſuch Ship, ſhall conſiſt of Fiſh, unleſs ſuch Moiety conſiſt of Fiſh taken and cured by his Majeſty's Subjects.

7 and 8 *Will.* III. Cap. 39. Sect. 1. It ſhall be lawful for Natives of *England* or *Ireland*, to import into *England* directly from *Ireland*, any Sorts of Hemp or Flax, and all the Production thereof, as Thread, Yarn, and Linen, of the Growth and Manufacture of *Ireland*, free from all Duties, the Maſter of the Veſſel importing the ſame, bringing a Certificate from the chief Officer of the Port in *Ireland*, expreſſing the Marks, Number, Tale, or Weight of the Species in each Bale mentioned in the Bills of Lading, with the Names and Places of Abode of the Exporters from *Ireland*, and of ſuch Perſons that ſhall have ſworn the Goods to be of the Growth and Manufacture of the Kingdom, and where, and to whom in *England* conſigned; and the Maſter of the Ship, on Arrival in *England*, making Oath that the ſaid Bales and Goods, are the Bales and Goods taken on board, by Virtue of the ſaid Certificates.

4 *Geo.* II. Cap. 18. Sect. 1. If any Perſon ſhall, within his Majeſty's Dominions, or without, falſely forge or counterfeit any Paſs for any Ship, commonly called a *Mediterranean Paſs*, or ſhall alter or eraſe any Paſs made out by the Commiſſioners for executing the Office of Lord High Admiral; or ſhall publiſh as true, any forged, altered, or eraſed Paſs, knowing the ſame to be forged, *&c.* every ſuch Perſon being convicted in *Great-Britain*, *Ireland*, or his Majeſty's Plantations, where ſuch Offence ſhall be committed, ſhall be guilty of Felony, without Benefit of Clergy.

9 *Ann.* Cap. 12. Sect. 27. None of the Duties upon Hop (except of *Britiſh* Growth) ſhall be drawn back upon Exportation for *Ireland*; and no Perſon ſhall import into *Ireland*, from *Flanders*, or any other Parts (other than *Great-Britain*) any Hops, upon Pain of forfeiting the Hops ſo imported, or the Value of the ſame, and alſo the Ship.

1 *Geo.* I. St. 2. Cap. 12. S. 6. The Maſter of every Ship carrying Hops to *Ireland*, ſhall take from the Collector or Comptroller of the Port in *Great-Britain*, where he ſhall lade any Hops, a Duplicate of his Content of all the Hops laden on board his Ship, before he be permitted to ſail, under the Hand and Seal of ſuch Collector, *&c.* who ſhall deliver it without Fee; which Duplicate, the ſaid Maſter ſhall deliver on Oath to the Officer of the Cuſtoms in *Ireland*, before he be permitted to land any Hops; and in Caſe any Hops ſhall be landed in *Ireland*, before ſuch Duplicate be produced, all ſuch Hops, and 10 *s.* for every Pound Weight ſhall be forfeited.

6 *Geo.* I. Cap. 11. S. 40. The Duty on Hops of *Britiſh* Growth ſhall not be drawn back for any ſuch Hops exported for *Ireland*.

7 *Geo.* I. Cap. 21. S. 9. No Commodity, of the Product or Manufacture of the *Eaſt-Indies*, ſhall be imported into *Ireland*, the Iſlands of *Jerſey*, *Guernſey*, *Alderney*, *Sark*, or *Man*, or to any of the Plantations in *Africa* or *America*, belonging to the Crown of *Great-Britain*, but ſuch only as ſhall be ſhipped in *Great-Britain*, in Ships navigated according to Law, on Penalty of forfeiting all ſuch Goods, or the Value thereof, together with the Ship, *&c.*

13 and 14 *Car.* II. Cap. 7. S. 12. This Act ſhall not prohibit the carrying of Hides or Leather for the neceſſary Uſe of the Ship, and which ſhall not be ſold in foreign Parts, ſo as the Number do not exceed ſix raw Hides, and three tanned Hides.

3 *Ann.* Cap. 8 S. 1. It ſhall be lawful for any Natives of *England* or *Ireland*, to ſhip in any Port of *Ireland*, in *Engliſh* built Shipping, whereof the Maſter and three-fourths of the Mariners be *Engliſh* or *Iriſh*, any white or brown Linen Cloth, of the Manufacture of *Ireland*, and the ſame to tranſport into any of the Plantations, the Act 15 *Car.* II. Cap. 7. notwithſtanding.

Provided,

Provided, that no Ship coming to
Ditto S. 2. the Plantations from *Ireland*, ſhall break Bulk, until the Maſter ſhall have made known to the Governor, or to ſuch Officer as ſhall be by him appointed, the Arrival of the ſaid Ship, with her Name, and the Name of the Maſter, and ſhall have delivered a true Inventory or Invoice of the Lading, together with a Certificate from the chief Officer of the Port in *Ireland* where ſuch Ship ſhall be laden, expreſſing the Particulars of ſuch Lading, with the Names and Abodes of the Exporters, and of two Perſons, who ſhall have made Oath before ſuch chief Officer, that the ſaid Goods and Linen are *bona fide* of the Manufacture of *Ireland*; and until the Maſter ſhall have made Oath, before ſuch Governor or Officer, that the ſaid Goods are the ſame that he took on board by Vertue of ſuch Certificate, nor until ſuch Ship ſhall have been ſearched by an Officer; and in caſe the Commander of ſuch Ship ſhall break Bulk before ſuch Notice given, and Certificate produced, and ſuch Oath made, or before ſuch Search, or if any Goods of Woollen Manufacture, not laden in *England* (neceſſary Apparel of the Commander and Mariners excepted) or any Linen Goods not laden in *England*, nor of the Manufacture of *Ireland*, ſhall be found, ſuch Ship ſhall be forfeited, together with all Goods imported, or found in ſuch Ship.

No Sugars, Tobacco, Cotton-Wool,
12 *Car.* II. Indigo, Ginger, Fuſtick, or other
c. 18. S. 18. dying Wood, of the Production of any *Engliſh* Plantations in *America*, *Aſia*, or *Africa*, ſhall be carried from any of the ſaid *Engliſh* Plantations, to any Place whatſoever, other than to ſuch *Engliſh* Plantations as belong to his Majeſty, or to *England*, *Ireland*, *Wales*, or *Berwick*, there to be laid on ſhore, under the Penalty of Forfeiture of the Goods, or the Value thereof, as alſo of the Ship with her Tackle.

For every Ship which ſhall ſet out
Ditto S. 19. from *England*, *Ireland*, *Wales*, or *Berwick*, for any *Engliſh* Plantation in *America*, *Aſia*, or *Africa*, Bond ſhall be given with one Surety, to the chief Officers of the Cuſtomhouſe of ſuch Port from whence the Ship ſhall ſet ſail, to the Value of 1000*l.* if the Ship be of leſs Burthen than one hundred Tons, and of 2000*l.* if the Ship be of greater Burthen; that in caſe the Ship ſhall load any of the ſaid Commodities at the *Engliſh* Plantations, that the ſame ſhall be by the ſaid Ship brought to ſome Port of *England*, *Ireland*, *Wales*, or *Berwick*, and ſhall there unload the ſame, Danger of the Seas excepted; and for all Ships coming from any other Place, to any of the Plantations, the Governor of ſuch Plantation ſhall, before the Ship be permitted to load any of the ſaid Commodities, take Bond to the Value aforeſaid, that ſuch Ship ſhall carry all the aforeſaid Goods to ſome other of his Majeſty's *Engliſh* Plantations, or to *England*, *Ireland*, *Wales*, or *Berwick*; and every Ship which ſhall take on board any of the aforeſaid Goods, until ſuch Bond given to the Governor, or Certificate produced from the Officers of any Cuſtomhouſe of *England*, *Ireland*, *Wales*, or *Berwick*, that ſuch Bonds have been there given, ſhall be forfeited with all her Tackle.

Confirmed, 13 Car. II. *Cap.* 14.

No Commodity, of the Production 15 *Car.* II.
of *Europe*, ſhall be imported into any c. 7. S. 6.
Plantation, or Place, which ſhall belong to his Majeſty in *Aſia*, *Africa*, or *America*, but what ſhall be ſhipped in *England*, *Wales*, or *Berwick*, and in *Engliſh* built Shipping, and whereof the Maſter and three-fourths of the Mariners are *Engliſh*, and which ſhall be carried directly thence to the ſaid Plantations, under the Penalty of the Loſs of all ſuch Commodities imported from any other Place, and if by Water, of the Ship alſo with her Tackle.

Provided, that it ſhall be lawful to Ditto S. 7.
lade in Ships navigated as in the foregoing Clauſe, in any Part of *Europe*, Salt, for the Fiſheries of *New-England* and *Newfoundland*, and to ſhip in the *Madeiras*, Wines of the Growth thereof; and to ſhip in the weſtern Iſlands or *Azores*, Wines of the Growth of the ſaid Iſlands, and to take in Servants or Horſes in *Ireland*, and to ſhip in *Ireland*, Victual of the Production of *Ireland*, and the ſame to tranſport into any of the ſaid Plantations.

Every Perſon importing by Land Ditto S. 8.
any Goods into the ſaid Plantations, ſhall deliver to the Governor, or to ſuch Perſon as ſhall be by him appointed, within twenty-four Hours after ſuch Importation, his Name, and a Particular of all ſuch Goods: And no Ship coming to any ſuch Plantation, ſhall lade or unlade any Goods, until the Maſter ſhall firſt have made known to the Governor, or ſuch other Officer as ſhall be by him appointed, the Arrival of the Ship, with her Name, and the Name of her Commander, and have ſhewn to him that ſhe is an *Engliſh* built Ship, or made good by producing ſuch Certificate, that ſhe is a Ship belonging to *England*, *Wales*, or *Berwick*, and navigated with an *Engliſh* Maſter, and three-fourth Parts of the Mariners *Engliſh*, and have delivered to ſuch Governor or other Officer, an Inventory of her Lading, with the Places in which the Goods were laden,

laden, under the Pain of Loſs of the Ship with her Tackle, and of all ſuch Goods of the Production of *Europe*, as were not laden in *England*, *Wales*, or *Berwick*.

22 and 23 *Car.* II. c. 26. S. 11. The Word *Ireland* ſhall be left out of all Bonds taken for any Ship, which ſhall ſet ſail from *England*, *Ireland*, *Wales*, or *Berwick*, for any *Engliſh* Plantation in *America*, *Aſia*, or *Africa*; and in caſe the Ship ſhall load any of the ſaid Commodities at the ſaid *Engliſh* Plantations, the ſaid Commodities, ſhall be by the ſaid Ship, brought to ſome Port of *England*, *Wales*, or *Berwick*, and ſhall there unload the ſame, (Danger of the Seas excepted) and in like Manner for all Ships coming from any other Port to the ſaid Plantations, the Governor of ſuch Plantations ſhall, before the Ship be permitted to load any of the ſaid Commodities, take Bond in the Manner directed in the Act, 12 *Car.* II. Cap. 18. *for the encouraging of Navigation*, that ſuch Ship ſhall carry all the ſaid Goods to ſome other of his Majeſty's *Engliſh* Plantations, or to *England*, *Wales*, or *Berwick*; and every ſuch Ship which ſhall load any of the ſaid Commodities, until ſuch Bond given, or Certificate produced from the Officers of ſome Cuſtomhouſe of *England*, *Wales*, or *Berwick*, that ſuch Bond hath been there given, or which, contrary to the Tenor of ſuch Bond, ſhall carry the ſaid Goods to any Place other than to other *Engliſh* Plantations, or to *England*, *Wales*, or *Berwick*, and there lay the ſame on Shore, every ſuch Ship ſhall be forfeited, with her Tackle and Lading.

25 *Car.* II. c. 7. S. 2. If any Ship which by Law may trade in any of his Majeſty's Plantations, ſhall come to any of them to ſhip any of the ſaid Commodities, and Bond ſhall not be firſt given with Surety, to bring the ſame to *England*, *Wales*, or *Berwick*, and there to unload the ſame (the Danger of the Seas excepted) there ſhall be paid to his Majeſty, for ſo much of the ſaid Commodities as ſhall be put on board ſuch Ship, theſe Duties, *viz.* for Sugar white, the hundred Weight 5*s.* brown Sugar and Muſcovadoes 1*s.* 6*d.* for Tobacco the Pound 1*d.* Cotton-wooll 0½*d.* Indigo 2*d.* Ginger the hundred Weight 1*s.* for Logwood 5*l.* for Fuſtick and all other dying Wood 6*d.* and for every Pound of Cocoa Nuts 1*d.* to be collected as ſhall be appointed in the Plantations, before the Lading thereof, and under ſuch Penalties as for defrauding his Majeſty of his Cuſtoms in *England*.

Ditto, S. 4. In caſe any Perſon liable to pay the Duties before-mentioned ſhall not have Monies to pay the ſame, the Officers ſhall accept ſuch a Proportion of the Commodities as ſhal amount to the Value.

7 and 8 *Will.* III. cap. 22. S. 2. No Goods ſhall be imported into, or exported out of any Plantation, to his Majeſty in *Aſia*, *Africa*, or *America* belonging, or ſhall be carried from any one Port in the Plantations to any other Port in the ſame, the Kingdom of *England*, *Wales*, or *Berwick*, in any Ship but what ſhall be of the Built of *England*, or of *Ireland*, or the Plantations, and wholly owned by the People thereof and navigated with the Maſters, and three-fourths of the Mariners, of the ſaid Places (except Ships taken Prize, and Condemnation thereof made in the Courts of Admiralty in *England*, *Ireland*, or the *Plantations*, to be navigated by the Maſter and three-fourths of the Mariners *Engliſh*, or of the Plantations, and whereof the Property doth belong to *Engliſhmen*) under Pain of Forfeiture of Ship and Goods.

Ditto, S. 3. Merchandizes may be exported or imported to, and from this Kingdom, and Places aforeſaid, in any Ships taken as Prize, and whereof Condemnation ſhall be made in one of the Courts of Admiralty aforeſaid, and ſhall be navigated by the Maſter, and three-fourths of the Mariners, *Engliſh*, and whereof the Property ſhall belong to *Engliſhmen*.

Ditto, S. 6. All Ships coming into, or going out of, any of the Plantations, and lading or unlading any Goods, whether the ſame be his Majeſty's Ships of War, or Merchants Ships, and the Commanders thereof, ſhall be liable to the ſame Rules, Viſitations and Forfeitures, as to the entering, lading, or diſcharging their Ships, as Ships are liable to in this Kingdom, by 13 and 14 *Car.* II. cap. 11. *for preventing Frauds in his Majeſty's Cuſtoms*; and the Officers for collecting his Majeſty's Revenue, and inſpecting the Plantation Trade in the Plantations, ſhall have the ſame Powers for ſearching of Ships, and taking their Entries, and for ſeizing Goods prohibited, or for which any Duties are payable, as are provided for the Officers of the Cuſtoms in *England*, by the ſaid Act, as alſo to enter Houſes, or Warehouſes, to ſearch for, and ſeize ſuch Goods; and all the Warfingers, Lightermen, or other Perſons, aſſiſting in the Concealment or Reſcue of the ſaid Goods, or in the hindering the Officers in the Performance of their Duty; and the Veſſels employed in the Conveyance of ſuch Goods, ſhall be ſubject to the like Penalties, as are provided by the ſame Act, in relation to prohibited, or uncuſtomed Goods in this Kingdom; and the like Aſſiſtance ſhall be given to the Officers, as

by the ſaid Act is provided for the Officers in *England*, &c.

Ditto, S. 7. Where any Queſtion ſhall ariſe concerning the Importation, or Exportation of any Goods, into, or out of, the ſaid Plantations, the Proof ſhall lie upon the Owner, and the Claimer ſhall be reputed the Importer or Owner.

Ditto, S. 8. Notwithſtanding the Payment of the Duties, granted by 25 *Car.* II. cap. 7. in any of the Plantations, none of the Goods mentioned in the Act, ſhall be ſhipped until Security be given, as is required by the ſaid Acts to carry the ſame to *England*, *Wales*, or *Berwick*, or to ſome other of his Majeſty's Plantations, and ſo *toties quoties* as any of the ſaid Goods ſhall be brought to be reſhipped, under Forfeiture of Ship and Goods.

Ditto, S. 9. All Laws, By-Laws, Uſages or Cuſtoms, which ſhall be in Practice in the Plantations, repugnant to the beforementioned Laws, or to this Act, or any other Law to be made in this Kingdom, ſo far as ſuch Law ſhall relate to the Plantations, are void.

Ditto, S. 10. Where the Governor, or Officers appointed by the Commiſſioners of the Cuſtoms in the Plantations, ſhall have Ground of Suſpicion, that the Certificate of having given Security in *England* is falſe, the Governor, or Officers of the Cuſtoms, ſhall take Security there, for the Diſcharge of the Plantation lading in *England*, *Wales*, or *Berwick*; and where there ſhall be Cauſe to ſuſpect, that the Certificates of having diſcharged her Lading of Plantation Goods in this Kingdom is falſe, the Governor or Officers ſhall not cancel the Security given in the Plantation, until they be informed from the Commiſſioners of the Cuſtoms, that the Certificate is true; and if any Perſon ſhall raſe, or falſify any Cocket, Certificate, Return, or Permit, for any Veſſel or Goods, or ſhall knowingly make Uſe thereof, ſuch Perſon ſhall forfeit Five Hundred Pounds.

Ditto, S. 11. The Commiſſioners of the Treaſury, and the Commiſſioners of the Cuſtoms may appoint ſuch Officers of the Cuſtoms in any City, Town, River, Port, Harbour, or Creek, of any of the Iſlands, Tracts of Land, and Proprieties, as ſhall ſeem needful; alſo upon any Suits brought in the Plantations, upon any Law concerning his Majeſty's Duties, or Ships, or Goods, forfeited by Reaſon of any unlawful Importations, or Exportations, there ſhall not be any Jury, but of ſuch only, as are Natives of *England*, or *Ireland*, or born in his Majeſty's Plantations; and upon all ſuch Suits, the Offences may be laid in any Province, County, or Diviſion, of any of the Plantations, at the Pleaſure of the Informer.

Ditto, S. 13. In all Bonds to be taken in the Plantations by 22 and 23 *Car.* II. cap. 26. the Sureties ſhall be Perſons of known Reſidence and Ability in the Plantations, and the Condition of the Bonds ſhall be, within Eighteen Months after the Date, (the Danger of the Seas excepted) to produce Certificate of having landed the Goods in one of his Majeſty's Plantations, or in *England*, *Wales*, or *Berwick*, otherwiſe ſuch Bond, or Copies thereof, atteſted under the Hand and Seal of the Governor to whom ſuch Bonds were given, ſhall be in Force, and allowed of in any Court in *England*, *Ireland*, or the Plantations, as if the Original were produced.

Ditto, S. 14. It ſhall not be lawful to put on Shore in *Ireland*, any Goods of the Produce of his Majeſty's Plantations, unleſs the ſame have been firſt landed in *England*, *Wales*, or *Berwick*, and paid the Duties, under Penalty of Forfeiture of the Ship and Goods.

Ditto, S. 15. Provided, that if any Ship, ſhall by Streſs of Weather, be Stranded, or by Reaſon of Leakineſs, or other Diſability, ſhall be driven into any Port in *Ireland*, and not able to proceed on her Voyage, the ſaid Goods may be put on Shore, but ſhall be delivered into the Cuſtody of the Collector, or chief Officer of the Cuſtoms, until the ſaid Goods ſhall, at the Charge of the Owner thereof be put on board ſome other Ship, to be carried to ſome Port in *England*, *Wales*, or *Berwick*, the Officer taking Security for the Delivery of the ſame, according to this Act.

Ditto, S. 17. No Ship ſhall paſs as a Ship of the Built of *England*, *Ireland*, *Wales*, *Berwick*, *Guernſey*, *Jerſey*, or any of his Majeſty's Plantations in *America*, ſo as to trade to the Plantations, until the Perſons claiming Property in ſuch Ship, ſhall regiſter the ſame, *viz.* if the Ship belong to any Port in *England*, *Ireland*, *Wales*, or *Berwick*, Proof ſhall be made upon Oath of one of the Owners, before the Collector and Comptroller of his Majeſty's Cuſtoms in ſuch Port, or if the Ship belong to any of his Majeſty's Plantations in *America*, or to the Iſlands of *Guernſey*, or *Jerſey*, then the like Proof to be made before the Governor, with the principal Officer of the Revenue reſiding on ſuch Plantation or Iſland, in the Tenor following, *viz.*

Jurat

JUrat A. B. *that the Ship* *of* *whereof* *is at preſent Maſter, being a* *of* *Tuns, was built at* *in the Year* *and* *that* *of* *and* *of*, &c. *are at preſent Owners thereof*; *and that no Foreigner directly, or indirectly, hath any Share, or Part, or Intereſt therein.*

Which Oath being atteſted by the Governor, or Cuſtom Officer, ſhall, after having been regiſtered by them, be delivered to the Maſter of the Ship, a Duplicate of which Regiſter, ſhall be tranſmitted to the Commiſſioners of Cuſtoms in *London*, to be entered in a general Regiſter there; with Penalty upon any Ship trading to any of his Majeſty's Plantations in *America*, and not having made Proof as here directed, that ſhe ſhall be liable to ſuch Forfeiture as any foreign Ship, except Prizes condemned in the Admiralty.

Ditto, S. 18. Provided that Ships taken at Sea by Letters of Mart, or Repriſal, and Condemnation thereof made in the Admiralty of *England*, ſhall be ſpecially regiſtered with Proof, that the entire Property is *Engliſh*.

Ditto, S. 19. Nothing in this Act ſhall require the regiſtering any Fiſher-Boats, Hoys, Lighters, Barges, or any open Boats, whoſe Navigation is confined to the Rivers or Coaſts of the Plantation where they Trade, but only of ſuch as croſs the Seas.

Ditto, S. 20. No Ship's Name ſhall be changed, without regiſtering ſuch Ship *de novo*, which is to be done upon any Transfer of Property to another Port, and delivering up the former Certificate, under the ſame Penalties as before; and in caſe of any Alteration of Property, in the ſame Port, by Sale of Shares after regiſtering, ſuch Sale ſhall be acknowledged by Indorſement on the Certificate before two Witneſſes.

3 and 4 *Ann.* cap. 5. S. 12. Rice and Molaſſes, produced in the Plantations, ſhall be reſtrained to be imported into this Kingdom, *Wales* and *Berwick*, as by the Acts 12 *Car.* II. cap. 18. and 25 *Car.* II. cap. 7.

3 and 4 *Ann.* cap. 10. S. 1. Every Perſon that ſhall import directly from any of her Majeſty's Plantations in *America*, in any Ship that may lawfully trade thither, manned as by Law is required, any of the naval Stores hereafter mentioned, *viz.* Hemp *(for the reſt of the Act is expired)* ſhall have as a Premium for ſuch Importation as follows, *viz.*

For Hemp, Water-rotted, bright and clean *per* Tun, 6*l.* Ditto, S. 2.

Which Premiums ſhall be paid by the Commiſſioners, or principal Officers of her Majeſty's Navy, who are to make out Bills for the ſame, upon Certificate of the chief Officers of the Cuſtoms in any Port of this Kingdom, where ſuch Stores ſhall be imported, ſuch Bills to be given within twenty Days after the Diſcharge of the Ship, upon a Certificate produced to the chief Officers of the Cuſtoms, under the Hand and Seal of the Governor, Lieutenant Governor, Collector of Cuſtoms, and naval Officer, or two of them, reſiding in the Plantations, that the Perſon loading the ſame, had made Oath before them, that the Stores were of the Growth of her Majeſty's ſaid Plantations, as likewiſe, upon Oath to be made in *England*, by the Maſters of ſuch Ships, that the ſame were laden on board within ſome of her Majeſty's Plantations in *America*, and that they believe the ſaid Stores were the Produce of the ſaid Plantations. Ditto, S. 3.

Upon importing ſuch Stores from her Majeſty's Plantations, the Pre-emption of ſuch Stores ſhall be offered to the Commiſſioners of her Majeſty's Navy; and if within Twenty Days after ſuch tender, the Commiſſioners ſhall not contract for the ſame, it ſhall be lawful for the Importer to diſpoſe of the ſame. Ditto, S. 5.

Provided that the Importation of ſuch Stores be ſubject to the ſame Regulations, in Reference to the Shipping thereof, and ſuch Security given for importing the ſame into *England*, as the Importation of Sugar, Tobacco, Cotton-wooll, Indico, Ginger, Fuſtick, and other dying Wood, from her Majeſty's Plantations in *America*, are ſubject to. Ditto, S. 8.

This Act ſhall commence from the firſt of *January*, 1705, and ſhall continue nine Years. Ditto, S. 9.

Farther continued by 12 Ann. *St.* 1. *cap.* 9. *for Eleven Years, and to the End of the next Seſſion of Parliament, and farther continued as to Hemp, by* 8 Geo. I. *Cap.* 12. *for* 16 *Years, and to the End of the next Seſſion of Parliament.*

Plantation Bonds, given for bringing the enumerated Commodities, to *Great-Britain*, in caſe there be no Proſecution for Breach of the Conditions, within three Years after the Dates, or if Judgment be not obtained for her Majeſty within two Years after the 8 *Ann.* cap. 13. S. 23.

Proſecution commenced, ſuch Plantation Bonds ſhall be void, and delivered up by the Officers, on Pain of anſwering all Damages with treble Coſts.

10 *Ann.* cap. 22. S. 2. All Prize Goods of the Produce of foreign Plantations, which ſhall be imported into *Great-Britain* from the Plantations in *America*, upon producing a Certificate of the Collector, Comptroller, or other chief Officer, at the Port where ſuch Goods were embarked in *America*, ſhall pay ſuch Duties only in *Great-Britain*, as in caſe they had been of the Produce of the Plantations belonging to the Crown of *Great-Britain*, any Act to the contrary notwithſtanding.

10 *Ann.* cap. 26. S. 113. Prize Cocoa of the Produce of foreign Plantations, imported into *Great-Britain*, having proper Certificates to prove the ſame being Prize, ſhall be liable to no other Duties, than what ſuch Prize-cocoa was liable to pay by her Majeſty's Declaration made in Favour of the Captors of Prizes, the Act 10 *Ann.* cap. 22. notwithſtanding.

8 *Geo.* I. cap. 15. S. 24. All Beaver Skins, and other Furrs of the Product of the *Britiſh* Plantations in *America*, *Aſia*, or *Africa*, ſhall be imported from thence directly into *Great-Britain*, and laid on Shore there, and not elſewhere, under the Penalties, *&c.* in 12 *Car.* II. cap. 18. in Relation to Sugars, Tobacco, and other enumerated Goods.

13 *Geo.* I. cap. 5. It ſhall be lawful for any of his Majeſty's Subjects, to carry Salt from any Part of *Europe* to *Penſilvania*, in *Britiſh* Ships, navigated according to the Act 12 *Car.* II. cap. 18. *of Navigation.*

3 *Geo.* II. cap. 12. It ſhall be lawful for any of his Majeſty's Subjects to carry Salt from any Part of *Europe* to *New-York*, in *Britiſh* Ships, navigated according to 12 *Car.* II. cap. 18. in the ſame manner as Salt may be imported from *Europe*, into *New-England*, and *Newfoundland*, by 15 *Car.* II. cap. 7.

3 *Geo.* II. c. 28. S. 1. The Act 3 and 4 *Ann.* cap. 5. ſo far as it extends to the making Rice of the Growth of his Majeſty's Plantations in *America* an enumerated Commodity, ſhall be confirmed; except as to ſuch Rice as by this Act ſhall be permitted to be exported from *Carolina*, to ſuch Places, and under ſuch Reſtrictions, as are herein after appointed.

Ditto, S. 2. It ſhall be lawful for any of his Majeſty's Subjects, in any Ship built in *Great-Britain*, or belonging to his Majeſty's Subjects, reſiding there, and navigated according to Law, that ſhall clear outwards in *Great-Britain* for *Carolina*, to ſhip Rice in the ſaid Province, and to carry the ſame to any Port of *Europe*, Southward of *Cape Finiſterre*, without carrying it to any other of his Majeſty's Plantations, or to *Great-Britain*; the Maſter, before ſhe clears outwards from *Great-Britain*, taking a Licence of the Commiſſioners of the Cuſtoms, for the loading and carrying it from *Carolina*, to ſome Part of *Europe*, Southward of *Cape Finiſterre*, on a Certificate from the Collector and Comptroller of the Port, where ſuch Licence ſhall be deſired, certifying that Bond has been given with Security in 1000*l.* if the Ship be of leſs Burden than 100 Tons; and of 2000*l.* if of greater Burden: that no Tobacco, Sugars, Cotton-wooll, Indigo, Ginger, Fuſtick, or other Dying Wood, Molaſſes, Tar, Pitch, Turpentine, Hemp, Maſts, Yards, Bowſprits, Copper-ore, Beaver Skins, or other Furrs, of the Production of any *Britiſh* Plantation in *America*, ſhall be loaden on board ſuch Ship at *Carolina*, or any other of his Majeſty's Plantations, unleſs for the neceſſary Proviſions of ſuch Ship in her Voyage; and that ſuch Ship ſhall proceed directly with all the Rice loaded on board by Virtue of ſuch Licence, to ſome Port of *Europe*, Southward of *Cape Finiſterre*, and there land the Rice, and proceed for *Great-Britain*, before ſhe returns to any of the Plantations; and if the Maſter ſhall not, within four Months after his Arrival at ſuch Port, produce a Certificate of having landed the ſaid Rice; which Certificate is to be under the Hand and Seal of the *Britiſh* Conſul; or where there is no Conſul, of two known *Britiſh* Merchants, reſiding in the Port where the Rice ſhall be landed; the Bond ſhall be forfeited, and may be ſued in any Court of Record in *Great-Britain.*

Ditto, S. 3. Before any Rice be put on board any Ship at *Carolina*, by Virtue of the ſaid Licence, the Maſter ſhall deliver to the Collector of the Port, where the Ship is to take in her Lading, the ſaid Licence, and a Certificate of ſuch Bond having been given in *Great-Britain*; and ſhall deliver in Writing upon Oath before the Collectors, whether he intends to load any Rice purſuant to ſuch Licence, and to what Place.

Ditto, S. 4. Before the Rice ſhall be ſhipped, the Perſon exporting it ſhall make an Entry thereof with the Collector of the Cuſtoms, and the naval Officer, and alſo with the Comptroller, where there is ſuch an Officer, and ſhall take out a Cocket of ſuch Entry, and ſhall before the Rice be put on board, indorſe on the Cocket the Quantity intended to be ſhipped, mentioning the Marks, Numbers

bers and Contents of each Caſk, and ſhall deliver the Cocket to the Searcher, or other Officer appointed for the examining and ſhipping thereof; and if the Quantity ſhall appear to be greater than is indorſed, or if any Rice ſhall be put on board any Ship, or any Hoy or Veſſel, in order to be put on board, before ſuch Entry, and taking out ſuch Cocket, and indorſing and delivering of the ſame as aforeſaid, ſuch Rice ſhall be forfeited, as alſo the Hoy, *&c.* and the Owner of ſuch Rice, or other Perſon employed in ſhipping it, ſhall alſo forfeit treble the Value thereof, *&c.* And before ſuch Ship ſhall depart from *Carolina*, the Maſter ſhall receive the Licence from the Collector, and naval Officer, and Comptroller, who ſhall indorſe thereon the Marks, Numbers, and Contents of each Caſk of Rice ſhipped; and the Collector, and other Officers, ſhall make two Copies of ſuch Licence and Indorſement; and the Maſter ſhall, before he receives the Licence, atteſt the Copies which are to be left with the Collector and other Officers; and the Maſter ſhall alſo, on Return of the Ship to *Great-Britain*, deliver the Licence to the Commiſſioners of the Cuſtoms, or to the Collector or Comptroller of the Port where Bond was given; as alſo a Certificate ſealed by the Conſul, or two known *Britiſh* Merchants, at the Port where the Rice was landed, certifying the Caſks ſo landed, and that they verily believe, that no Sugar, Tobacco, or other enumerated Goods, except Rice, have been landed out of ſuch Ship.

Ditto, S. 5. The Collector and other Officers in *Carolina*, ſhall tranſmit one of the Copies of the Indorſement, to the Commiſſioners of the Cuſtoms in *Great-Britain*, and thereupon there ſhall be payable to his Majeſty, ſo much as the half Subſidy of the Rice ſo ſhipped in *Carolina* ſhall amount to, which would have remained if the Rice had been firſt imported into *Great-Britain*, and afterwards re-exported; and if it be not paid within thirty Days after Demands, the Bond ſhall be forfeited, and the Perſons bound therein ſhall pay treble Coſts.

Ditto, S. 6. This Act ſhall continue five Years, *&c.*

Continued by 8 Geo. II. cap. 19. *until the* 29*th of* September, 1742, *and to the End of next Seſſion of Parliament*; *and to extend that Liberty to his Majeſty's Province of* Georgia *in* America. *Farther continued by the* 15 *and* 16 Geo. II. *'till the* 1*ſt* June 1747, *and to the End of the then next Seſſion of Parliament, and farther continued by the* 20 Geo. II. *until* 1*ſt* June 1754, *and from thence to the End of the then next Seſſion of Parliament.*

It ſhall be lawful to import into *Ireland*, from his Majeſty's Plantations in *America*, all Goods of the Growth or Manufacture of his Majeſty's Plantations (except Sugars, Tobacco, Cotton-wooll, Indigo, Ginger, Specklewood, or *Jamaica* Wood, Fuſtick, or other dying Wood, Rice, Molaſſes, Beaver-ſkins, and other Furs, Copper Ore, Pitch, Tar, Turpentine, Maſts, Yards, and Bowſprits) the Act 7 and 8 *Will.* III. cap. 22. notwithſtanding. 4 *Geo.* II. c. 15. Sect. 1.

Provided that the Goods be imported in *Britiſh* Shipping, whereof the Maſter, and three Fourths of the Mariners are *Britiſh*. Ditto, S. 2.

The Act 9 *Ann.* cap. 12. and 1 *Geo.* I. Stat. 2. cap. 12. which prohibit the Importation of Hops into *Ireland* from *Flanders*, or other Parts (other than from *Great-Britain*) ſhall be in Force, as if the Act 4 *Geo.* II. cap. 15. had never been made. 5 *Geo.* II. c. 9.

No Sugars, Paneles, Syrups, or Molaſſes of the Growth of *America*, nor any Rum, or Spirits of *America*, except of the Growth of his Majeſty's Sugar Colonies, ſhall be imported into *Ireland*, but ſuch only as ſhall be ſhipped in *Great Britain*, in Ships navigated according to Law, under the Penalty of forfeiting all ſuch Sugar, Paneles, Syrups or Molaſſes, Rum, or Spirits, or the Value thereof, together with the Ship, in the which the ſame ſhall be imported, *&c.* 6 *Geo.* II. c. 13. S. 4.

If any Perſon ſhall aſſiſt in landing ſuch Sugar, *&c.* in *Ireland*, or any of his Majeſty's Plantations in *America*, or ſhall receive into his Houſe or Cuſtody any ſuch Commodities, knowing the ſame to be imported contrary to this Act, ſuch Perſon ſhall forfeit treble the Value of ſuch Goods. Ditto, S. 5.

If any Perſon ſhall hinder any Cuſtom-Houſe, or other Officer in the Execution of their Duty in ſeizing the Commodities aforementioned, he ſhall forfeit 50*l.* and be impriſoned three Months. And if any Officer in *Ireland*, or the Plantations, ſhall connive at the Importation of the Commodities aforementioned, he ſhall forfeit 50*l.* and be incapable of holding Office under his Majeſty. Ditto, S. 6.

If any Maſter of any Ship ſhall take in any Sugar, *&c.* to be imported into *Ireland*, or any of his Majeſty's Plantations contrary to this Act, ſuch Maſter ſhall forfeit 100*l.* Ditto, S. 7.

Upon all Suits for Importation of the Commodities afore-mentioned, the *Onus probandi* ſhall lie on the Claimer. Ditto, S. 8.

Nothing

Ditto, S. 13. Nothing herein ſhall reſtrain the Importation of Sugars, of the Produce of the Dominions of *Spain* or *Portugal*, from any Place, from whence ſuch Sugars might lawfully have been imported before the making of this Act.

Ditto, S. 14. This Act ſhall continue five Years from the 24th of *June*, 1733, and to the End of the next Seſſion of Parliament.

Continued ſeven Years, and to the End of next Seſſion by 11 Geo. II. *cap.* 18. *and further continued for the Term of ſeven Years, and from thence to the End of the then next Seſſion of Parliament by* 19 Geo. II.

34 and 35 *Hen.* VIII. cap. 9. S. 6. No Perſon ſhall caſt out of any Ship or Veſſel, within any Haven, Road, Channel or River, flowing to any Port or Town within the King's Dominions, any Ballaſt, Rubbiſh, Gravel, or other Wreck or Filth, but only upon the Land above the full Sea Mark, upon Pain to forfeit 5*l.*

9 *Geo.* II. c. 37. S. 4. Every Ship, which ſhall be built in *Great-Britain*, and every Ship built in his Majeſty's Plantations in *America*, ſhall, upon her firſt ſetting out, have one compleat Set of Sails, made of Cloth manufactured in *Great-Britain*, and in caſe ſuch Ship ſhall not be fitted as aforeſaid, the Maſter ſhall forfeit 50*l.*

Ditto, S. 5. No Perſon ſhall make into Sails or Tarpawlins, any foreign Sail-Cloth imported after the 24th of *June*, 1731, not ſtamped; and in caſe any Perſon ſhall make up foreign Sail-Cloth, other than as aforeſaid, ſuch Sails and Tarpawlins ſhall be forfeited, and ſuch Perſon ſhall forfeit 20*l.*

Ditto, S. 10. This Act ſhall continue five Years from the 24th of *June*, 1736, and to the End of the next Seſſion of Parliament.

Continued till the 1*ſt of* June, 1747, *and until the ſaid next Seſſion of Parliament, by* 15 *and* 16 Geo. II.

Confirmed by 19 *Geo.* II. p. 457. And it is there alſo enacted, that from the 24th of *June* 1746, every Maſter of a Veſſel belonging to a Subject, navigated with, or having any foreign-made Sails aboard, ſhall at the Time of his making his Entry at the Cuſtom-houſe of ſuch Veſſel, alſo make Entry and Report upon Oath of all foreign-made Sails uſed in, or being aboard ſuch Veſſel, and before the Veſſel ſhall be cleared by the Officers of the Cuſtoms inwards, where ſhe ſhall diſcharge any of her Lading, he ſhall pay the like Duties payable by an Act of 12 *Ann.*

Every ſuch Sail ſhall be ſtamped at the Place where the Veſſel ſhall make her Entry, in manner herein aforementioned; and if the Maſter ſhall not make ſuch Entry, and pay the Duty before the Veſſel ſhall be cleared by the Officers of the Cuſtoms inwards, all ſuch Sails ſhall be forfeited, and the Maſter for every ſuch Offence ſhall alſo forfeit 50*l.*

If the Maſter after his Report on Entry made, and before the Veſſel is cleared by the Officers of the Cuſtoms, ſhall declare his Intention of not chuſing to pay the Duty, and ſhall deliver ſuch Sails to the Officer of the Port where he makes his Entry, in ſuch caſe, the Sails are to be forfeited, and the Maſter ſhall not be liable to pay the Duty or Penalty of 50*l.* Page 458.

Nothing herein contained ſhall make Captains or Maſters of Veſſels, coming from the *Eaſt-Indies*, liable to the Duties or Forfeitures aforeſaid, for ſuch Veſſels being navigated with, or having foreign-made Sails on board, which ſhall *bona fide* be brought by them from thence.

The Commiſſioners of the Cuſtoms of *Great-Britain*, by the 24th of *June* 1746, ſhall provide a ſufficient Number of Stamps of eight Inches Diameter for the Stamping of foreign-made Sails, *&c.*

And as Doubts have ariſen about the Meaning of a Clauſe in the ſaid Act of 9 *Geo.* II. by which Veſſels are obliged at their firſt ſetting out, or being firſt navigated at Sea, to be furniſhed with one full and compleat Set of Sails, made of Sail-Cloth manufactured in *Great-Britain:* To obviate ſuch Doubts for the future, it is enacted, that from the 24th of *June*, 1746, every Veſſel which ſhall be built in *Great-Britain*, and from the 29th of *December*, 1746, every Veſſel which ſhall be built in his Majeſty's Plantations in *America*, upon her being firſt navigated, ſhall be furniſhed with one full and compleat Set of Sails (*bona fide* belonging to ſuch Veſſel, *&c.*) made of Sail-Cloth manufactured in *Great-Britain*, under Penalty for every ſuch Default of 50*l.* to be forfeited by the Maſter. Page 462.

This Act ſhall continue and be in force for ſeven Years, from the 24th of *June*, 1746, and from thence to the then next Seſſion of Parliament.

5 and 6 *Will.* and *Mar.* c. 7. S. 21. If any Subject of this Realm, ſhall ſhip any Salt or Rock Salt, that hath paid the Duty, to convey it by Sea to any Part of *England*, and the Veſſel periſh at Sea, or be taken by Enemies with ſuch Salt on board, ſuch Perſon ſhall, upon Proof made at the Quarter Seſſions, for the County, *&c.* wherein he doth inhabit, of the Loſs of ſuch Salt, receive from the Seſſions a Certificate, and upon producing the Certificate

Certificate to any Officers of the Duty, they are to let ſuch Perſons buy the like Quantity of Salt, without paying any Duty.

1 *Ann.* St. 1. cap. 21. S. 7. Where any Ship laden with Salt ſhall be found hovering on the Coaſts, not proceeding on her Voyage, it ſhall be lawful for the Officers of the Cuſtoms, or the Duty on Salt, to go on board ſuch Veſſels, and compel them to come into Port, and to continue on board until the Salt be unladen, or the Ship ſhall depart from the Port; and if the Perſons on board any Ship importing Salt, ſhall neglect to enter or unlade ſuch Salt, twenty Days after the ſame is come into Port, or within that Time to depart and proceed on their Voyage, unleſs permitted by the chief Officer of the Cuſtoms to make a longer Stay, all the Salt on board ſuch Ship ſhall be forfeited, and double the Value thereof, to be recovered of the Maſter.

Ditto, S. 8. No foreign Salt ſhall be imported in any Ship of leſs Burden than twenty Tuns, and in Bulk only (except for the Proviſions of the Ships) upon Pain of forfeiting the Salt, and double the Value to be recovered of the Perſon importing.

Ditto, S. 12. If any Ship laden with Salt, to be carried beyond the Seas, ſhall come into any Place in *England*, it ſhall be lawful for the Officer of Salt, to enter ſuch Ship, and there continue 'till the Ship unlade her Cargo, or return to Sea under the Penalty of 20*l.* to be recovered of the Maſter, who ſhall refuſe ſuch Officer to come on board; and if any Perſon ſhall unlade any of the Salt before Entry or Re-payment of the Duty, the whole Cargo of Salt ſhall be forfeited.

Ditto, S. 13. Where any Salt ſhall be laid on board any Ship, either to be tranſported beyond the Seas, or carried Coaſtwiſe, the Officer of the Cuſtoms ſhall in the Cockets, (which ſhall be alſo ſigned by the Officer for the Duty on Salt, and given without Fee) expreſs the Quantity of Salt; and in caſe ſuch Ship ſhall come into any Port in *England*, it ſhall be lawful for the Officers of the Cuſtoms, or Officers for the ſaid Duties, to go on board ſuch Ship, and demand a Sight of ſuch Cocket, and in caſe he have Cauſe to ſuſpect that there is not ſo much Salt on board as the Quantity expreſſed in ſuch Cocket (and ſhall make Affidavit thereof before the Collector, or Cuſtomer of the Port) to weigh all the Salt remaining on board; and in caſe there ſhall appear not to be ſo much as the Quantity expreſſed in ſuch Cocket, (making Allowance for the Waſte, and for Salt delivered at another Port, and indorſed in the Permit) the Salt remaining ſhall be forfeited.

2 and 3 *Ann.* Cap. 14. S. 1. No Salt of the Produce or Manufacture of *England*, *Wales*, *Berwick*, *Scotland*, or *Ireland*, nor any other Salt coming from *Ireland*, *Scotland*, or the *Iſle of Man*, ſhall after *June* 1, 1704, be imported into *England*, *Wales*, or *Berwick*, upon Pain that all the Salt ſo imported, *&c.* ſhall be forfeited, and that the Ship ſhall alſo be forfeited; and every Perſon that ſhall take any Salt out of ſuch Ship, or carry the ſame on ſhore, or convey the ſame from the Shore, or be aſſiſting therein, ſhall forfeit 20*l.* or ſuffer ſix Months Impriſonment.

Ditto, S. 2. It ſhall be lawful for any of the Officers for the Duties upon Salt, within two Months after the landing any ſuch Salt, to ſeize the Salt, and alſo the Ship; and in caſe the Owner of ſuch Salt or Ship, ſhall not within twenty Days claim the Salt and Ship, and give Security to anſwer the Value, the Salt and Ship ſhall be ſold.

Ditto, S. 3. Nothing in this Act ſhall extend to any Salt ſhipped to be carried Coaſtwiſe, by Certificate, from one Port to another, according to former Acts.

Ditto, S. 4. In caſe where Salt ſhall have been ſhipped to be exported, and the Ship ſhall by Streſs of Weather, Enemies, or other Neceſſities, be forced into any Port in *England*, it ſhall be lawful for the Owner of ſuch Salt, or Maſter of ſuch Ship within twenty Days to reland the Salt, ſo as due Entry be made, and the Duties again paid down for the whole Quantity that was entered to be exported before any Part thereof be relanded.

Ditto, S. 6. Where any Ship ſhall come into any Port of *England* from *Ireland*, or other foreign Part, having on board any Salt which was taken in only for the Proviſion of the Ship, or for curing of Fiſh, it ſhall be lawful to land the Salt, ſo as Entry be made thereof within ten Days after coming into Port, and the Duties paid down or ſecured, before any Part thereof be landed.

Ditto, S. 10. Where any Salt (the Duties whereof ſhall have been paid or ſecured) ſhall be ſhipped, and periſh by the ſinking of the Ship, before going out of Port, and before the Exporter ſhall be intitled to a Drawback; the Exporter or Proprietor of the Salt, ſhall, upon Proof made before the Juſtices at next Quarter Seſſions, receive a Certificate of ſuch Proof, and upon producing it to any Collector of the Duties, he ſhall let the Proprietor buy the like Quantity of Salt without paying Duty.

Ditto, S. 18. Or if any Salt is loſt at Sea by ſtormy Weather, or by being thrown overboard,

overboard for the Ship's Preſervation, the Owner thereof ſhall upon Proof by the Oaths of two (whereof the Maſter or Mate of the Veſſel to be one) receive a Certificate as above, and be allowed to buy the like Quantity of Salt without Duty.

5 *Geo.* I. C. 18. S. 18. If any Maſter of a Ship, who ſhall import into *Great Britain*, any Salt taken in for the Proviſions of the Ship, or for curing of Fiſh, ſhall not enter and pay, or ſecure the Duty for the ſame, within ten Days after coming into any Port, and before the ſame be landed, the Salt ſo imported ſhall be forfeited, and the Maſter or Owner ſhall likewiſe forfeit double the Value.

Ditto, S. 20. Every Maſter of any Veſſel, who ſhall tranſport any foreign Salt from *Scotland*, or any of the Iſlands thereto belonging, to *England*, or from one Port to another in *Great Britain*, ſhall before landing or delivering ſuch Salt, deliver to the Officers for collecting the Duties on Salt a Particular of the Quantity, ſigned by the Officers of Salt and Cuſtoms for the Port, whence the Veſſel came, and the Maſter, his Mate, or Boatſwain, ſhall make Oath before the Commiſſioners for the Salt Duties, or their Officers, that to his Knowledge, there hath not been taken into the Veſſel any Salt, ſince he came from ſuch Port: And if ſuch Veſſel be to deliver Part of her Salt, at one Port, and Part at another, the Officers of the Salt Duties, and of the Cuſtoms, where ſuch Salt ſhall be delivered, ſhall certify on the Back of the Cocket or *Tranſire*, or elſe by Certificate, what Quantity of the Salt hath been delivered, on Penalty of double the Value of the Salt otherwiſe delivered, and 10*s.* *per* Buſhel.

Ditto, S. 21. It ſhall be lawful for the Salt Officers, at any unlading Port, to go on board ſuch Veſſel, before the Delivery, and demand a Sight of the Cocket, and to weigh the Salt upon the unlading; and if the Salt be found to be more in Weight than what is contained in the Cocket, the Surpluſage ſhall be forfeited, and if the Maſter refuſes to ſhew the Cocket, the Officer may ſeize the Salt, and detain it till the Cocket be produced; and if it be not produced in four Days, the Salt ſhall be forfeited.

Ditto, S. 22. The Officers of the Cuſtoms, or of the Duties on Salt, may go on board any Veſſel, to ſearch if there be any Salt on board, and may ſeize the ſame, if it be found on board any other Veſſel, than that in which ſuch Salt was imported, unleſs it had been duly entered, or the Duties paid, or ſecured; and all ſuch Salt ſhall be forfeited, or the Value thereof, to be recovered of the Maſter or Owner of ſuch Veſſel, who ſhall likewiſe be liable to all other Penalties, as if the ſame had been landed, without Entry or Payment of the Duties: And every Perſon, who ſhall hinder any Officer in going on board any Veſſel and ſearching, ſhall forfeit 40 *l.*

If any foreign Salt be put on ſhore before Entry or the Duty paid, or without a Warrant; the Perſon landing the ſame, or conveying it from the Shore, or aſſiſting therein, ſhall, over and above the Penalties already given, forfeit 100*l.* Ditto, S. 24.

On reſhipping any Salt, *Britiſh* or *Foreign*, from any Boat into any Ship, and before any Diſpatches for the Salt ſo reſhipped, be granted, the Maſter, *&c.* that comes along with the Salt, to be ſhipped on board another Veſſel, ſhall make Oath before the Salt Officer, that all the Salt he took in is truly reſhipped, and that there was no Salt added to it, or taken from it, to the beſt of his Knowledge, on Penalty of forfeiting double the Value of the Salt, that ſhall be otherwiſe reſhipped, and alſo 10*s.* *per* Buſhel. Ditto, S. 25.

The throwing of Silk is not a Manufacture within the Intention of the Act of Navigation, 12 *Car.* II. Cap. 18. and no thrown Silk of the Growth or Production of *Turkey*, *Perſia*, *Eaſt-India*, or *China*, or of any other Country or Place (except only ſuch thrown Silk, as ſhall be of the Growth, or Production of *Italy*, *Sicily*, or of the Kingdom of *Naples*, and which ſhall be imported in ſuch Ships, and navigated in ſuch Manner, as in the ſaid Act is directed, and brought from ſome of the Ports of thoſe Countries, whereof the ſame is of the Growth or Production, and which ſhall come directly by Sea, and not otherwiſe) ſhall be imported into *England*, *&c.* upon the Forfeiture of all thrown Silk imported, contrary to this Act. 2 *Will.* and *Mar.* Stat. I. C. 9. S. 2.

The Treaſurer, Comptroller, Surveyor, Clerk of the Acts, and Commiſſioners of the Navy, or one of them, on Oath of one Witneſs, that his Majeſty's Stores, *&c.* are conveyed into any Ship, being at Anchor, and not ready to ſail that Tide, within any of the Roads, Harbours, *&c.* in his Majeſty's Dominions, may authorize any Perſons by their Warrant, (in which the Quantity and Quality of ſuch Goods ſhall be ſpecified) in the Day-time, to go on board ſuch Ship, *&c.* and in caſe of Reſiſtance, to break open the Hatches, *&c.* and ſearch for ſuch Goods, *&c.* and ſeize the ſame for his Majeſty's Uſe, 1 *Geo.* I. C. 25. S. 5.

Uſe, unleſs the ſaid Officers and Commiſſioners ſhall find upon hearing the Matter, that they were unduly ſeized, and thereupon reſtore them to the Party.

12 *Ann.* Cap. 23. St. 2. S. 24. In caſe the Maſter of any Ship ſhall bring into this Realm from *Ireland*, the *Iſle of Man*, *Jerſey*, *Guernſey*, or *Scilly*, or any of the foreign *Plantations*, any Rogue, Vagabond, or Beggar, or any Perſon likely to live by begging, being a Native of any of the ſaid Iſlands or Plantations, and the Perſon ſo brought over ſhall be apprehended wandering and begging, or otherwiſe miſordering himſelf as aforeſaid, ſuch Maſter, *&c.* ſhall forfeit 5*l.* for every Rogue, *&c.* over and above ſuch Money, as ſhall be neceſſary to defray the Charges, that any Conſtable ſhall be put to, by means of apprehending and re-conveying the Perſon; and the Conſtable or other Officer of any Pariſh, where any Perſon ſo brought over ſhall be found wandering and begging or miſordering himſelf, may cauſe him to be apprehended, and openly whipped, and after put on board any Ship, to be ſet on ſhore in the Place from whence he was brought, paying for the Paſſage back of ſuch Perſon, ſuch Rate as the Juſtices at their Quarter-Seſſions ſhall appoint; and in caſe ſuch Conſtable, *&c.* ſhall upon Oath make appear before any Juſtice of Peace, what Expence he hath been put to upon ſuch Occaſion, it ſhall be lawful for ſuch Juſtice by Order to direct the Payment of the Money ſo expended, as alſo the Penalty of 5*l.* and in caſe ſuch Maſter, *&c.* of the Ship ſhall neglect to pay the Monies upon Demand, it ſhall be lawful for ſuch Juſtice by Warrant to levy the ſame by Diſtreſs, and Sale of the Ship, or any Goods within the ſame, while remaining within the Juriſdiction of ſuch Juſtice; and if the Maſter or the Ship, ſhall be gone out of the Juriſdiction, *&c.* the ſaid Order of the Juſtice may be removed by *Certiorari* into the Queen's Bench, and being filed, the Judges are required to direct Proceſs for arreſting the Ship, and detaining the ſame, until the Monies mentioned in ſuch Order, together with the Charges of ſuch Proceſs be ſatisfied, or otherwiſe to award Proceſs for levying the Money by *capias*, *fieri facias*, or *elegit*, againſt the Maſter or Owners of the Ship, as the Court ſhall think proper.

Ditto, S. 25. Provided that in Caſe ſuch Maſter or Owners, ſhall in the ſaid Court ſhew any probable Ground of Grievance by the ſaid Order, they may be admitted to traverſe the ſame, giving Security in the Penalty of 50*l.* to anſwer the Coſts of ſuch Traverſe, in caſe it be determined againſt them.

Ditto, S. 26. All Maſters of Ships bound for *Ireland*, the Iſles of *Man*, *Jerſey*, *Guernſey*, or *Scilly*, ſhall upon Warant to them directed of a Juſtice of Peace of the County, *&c.* where ſuch Ship ſhall lie, take on board ſuch Vagrants, as ſhall be named in the Warrant, and convey them to ſuch Place in *Ireland*, the Iſle of *Man*, *Jerſey*, *Guernſey*, or *Scilly*, as ſuch Ship ſhall be bound to, or arrive at; and for the Charges thereof, the Conſtable, or the Perſon who ſerves him with the Warrant, ſhall pay him ſuch Rate, as the Quarter-Seſſions ſhall appoint, and ſuch Maſter ſhall on the Back of the Warrant, ſign a Receipt for the Money, and alſo for the Vagrants; which Warrant ſhall be produced to the Juſtice who ſigned the ſame, and upon his Allowance thereof under his Hand, the Money ſhall be repaid by the County; and every Maſter of ſuch Ship, neglecting to receive or tranſport ſuch Vagrants, or to endorſe ſuch Receipt, ſhall forfeit 5*l.* to be levied by Diſtreſs, or Sale of the Ship, or any Goods within the ſame, by Warrant of any Juſtice of Peace for the ſame County, *&c.*

Confirmed by 13 Geo. II. *p.* 478, and 479.

4 and 5 *Ann.* C. 12. S. 6. Maſters of Ships knowingly importing foreign cut Whale-Fins, or Whale-Bone, ſhall forfeit 50*l.* *&c.*

12 *Car.* II. C. 32. S. 2. No Perſon ſhall export out of *England*, *Wales*, or *Berwick*, or from the Iſles of *Jerſey*, or *Guernſey*, with *Sark* and *Alderney*, (being under the Government of *Guernſey*) or out of *Ireland*, into any Parts out of the Dominions aforeſaid, any Sheep, or Wool, of the Breed or Growth of *England*, or *Ireland*, or Dominion aforeſaid, or any Woolfels, Mortlings, or Shorlings, or any Yarn of Wool, or any Wool-flocks, Fuller's Earth, or Fulling Clay; nor ſhall pack or load, upon any Horſe, Cart or Carriage, or lay on board any Ship or Veſſel, any ſuch Sheep Wool, *&c.* to the Intent to export the ſame.

Ditto, S. 3. No Wool, Woolfels, Mortlings, Shorlings, Yarn of Wool, Wool-flocks, Fuller's Earth, or Fulling Clay, ſhall be exported out of *England*, *Wales*, or *Ireland*, unto the Iſles of *Jerſey*, or *Guernſey*, *Sark*, or *Alderney*, except as in this Act ſhall be appointed.

Ditto, S. 4. All Offences aforeſaid ſhall be ſubject to the Penalties following, *viz.* the Sheep, Wools, *&c.* ſhall be forfeited, and every Offender ſhall forfeit 20*s.* for every Sheep, and 3*s.* for every Pound of Wool, Woolfels, Mortlings, Shorlings, Yarn of Wool, Wool-Flocks, Fullers-Earth, or Fulling-Clay; and the Owners

of the Veſſels knowing ſuch Offence ſhall forfeit all their Intereſt in the Ships, and the Maſter and Mariners knowing ſuch Offence, and willingly aſſiſting thereunto, ſhall forfeit all their Goods, and have Impriſonment three Months.

Ditto, S. 5. If any Perſon ſhall tranſport any Sheep, Wool, *&c.* contrary to this Act, and be thereof convicted, he ſhall be diſabled to require any Debt or Account of any Factor or others, for any Debt or Eſtate, belonging to ſuch Offender, provided that this Act ſhall not take away any greater Penalties inflicted by any former Act.

Ditto, S. 6. Every Offence contrary to this Act, may be inquired of, heard and determined, in the County where ſuch Sheep, Wool, *&c.* ſhall be packed or laid on board, or in the County where ſuch Offenders ſhall be apprehended for ſuch Offence.

Ditto, S. 7. No Perſon ſhall be impeached for any Offence aforeſaid, unleſs ſuch Perſon be proſecuted, within one Year next enſuing ſuch Offence.

Ditto, S. 8. It ſhall be lawful for any Perſon to ſeize to his own Uſe, and to the Uſe of the King, all ſuch Sheep, Wool, *&c.* as he ſhall diſcover to be laid on board, in any Ship or Boat, or to be laid on ſhore near the Sea or any navigable River, to the Intent to be exported; and ſuch Perſon as ſhall ſeize any ſuch Sheep, Wool, *&c.* ſhall have the Moiety thereof.

Ditto, S. 9. Such Perſon as ſhall make any ſuch Seizure, ſhall not be admitted to give Evidence upon his Oath, againſt any Perſon indicted by Virtue of this Act.

Ditto, S. 10. Every Ship or Boat, whereof any Alien born, or any natural born Subjects, not inhabiting within the Realm, ſhall be Owner or Part-Owner, and wherein any Sheep, Wool, *&c.* ſhall be ſhipped contrary to this Act, ſhall be forfeited to the King.

Ditto, S. 11. This Act ſhall not extend to any Lamb-Skin ready dreſſed, fit for Linings.

Ditto, S. 12. This Act ſhall not extend to the tranſporting of any ſuch Woolfels, or Pelts with Wool upon them, or to any Beds ſtuffed with Flocks, which ſhall be employed in any Ship for neceſſary Uſe, about the Ordnance, or other Thing, or for the Uſe of the Perſons in ſuch Ship, and which ſhall not be ſold in foreign Parts; nor to the exporting of any Wether Sheep, or of the Wool growing upon any ſuch, for the Food of the Company or Paſſengers.

Ditto, S. 13. This Act ſhall not extend to any ſuch Wool to be exported from the Port of *Southampton*, unto the Iſles of *Jerſey* and *Guernſey*, for the Uſe of the Inhabitants of thoſe Iſles, ſo as ſuch Perſons as ſhall ſhip ſuch Wool, do before the Shipping deliver unto the Cuſtomer, Comptroller, Surveyor, or Searcher, of the Port of *Southampton*, a Writing under the Seal of the Governor of the ſame Iſles, which ſhall expreſs that the Party is authorized to export ſo much Wool, expreſſing the Number of the Tods, to the ſame Iſle, to be uſed in one of the ſame Iſles, or in ſome of the Members of the ſame, and that ſuch Party hath entered into Bond to his Majeſty's Uſe, for the landing the Wool in that Iſle. And the Quantity of Wool to be exported into the ſaid Iſles in one Year, to begin from the 1ſt of *January*, may not exceed the Quantity here under ſpecified, *viz.* to *Jerſey* two thouſand Tods of unkembed Wool, and to *Guernſey* one thouſand Tods of unkembed Wool, and to *Alderney* two hundred Tods, and to *Sark* one hundred Tods, every Tod not exceeding thirty-two Pounds.

Confirmed by 13 Car. II. *Cap.* 14. *And granted that one thouſand Tods for* Guernſey, *two thouſand for* Jerſey, *two hundred for* Alderney, *and one hundred for* Sark, *may be exported more than by this Act, by that of* 1 Will. *and* Mar. *St.* 1. *c.* 32. *S.* 14.

1 *Will.* and *Mar.* St. Cap. 32. Sect. 6. No Wool ſhall be ſhipped from *Ireland*, but from *Dublin*, *Waterford*, *Youghall*, *Kingſale*, *Cork*, and *Drogheda*.

Ditto, S. 8. If any Owner of any Ship, or any Maſter or Mariner, knowing of the Exportation of any Sheep's-wool, Woolfels, Mortlings, Shorlings, Yarn of Wool, Wool-Flocks, Fullers-Earth, Fulling-Clay, or Tobacco-pipe Clay, contrary to the Acts, ſhall within three Months after the Knowledge thereof, or after his Return into *England*, *Ireland*, *Berwick*, or *Wales*, give the firſt Information before any of the Barons of the Exchequer in *England* or *Ireland*, or before the Head Officer of any Port where he ſhall firſt arrive, upon Oath, of the Number and Quantity of ſuch Sheep's-wool, Woolfels, *&c.* ſo exported, and by whom, where, and in what Ship, and ſhall be ready, upon Warning by Proceſs, to juſtify the ſame; ſuch Owners, Maſter, or Mariners, ſhall not be liable to any of the Penalties.

Continued

Continued indefinitely by 7 Will. III. Cap. 28. *which is continued indefinitely, by* 9 Will. III. Cap. 40.

7 and 8 *Will.* III. Cap. 28. S. 3. The Act 1 *Will.* and *Mar.* Cap. 32. ſhall continue.

Ditto, S. 5. It ſhall be lawful for any Perſon from the Places in the ſaid Act limited, to import into *England,* from *Ireland,* any Quantities of Wool, to the Ports hereafter-mentioned, *viz. Whitehaven, Liverpoole, Cheſter, Briſtol, Bridgwater, Minehead, Barnſtable,* and *Biddeford,* and to no other.

Ditto, S. 7. All Certificates given for the landing of Wool from *Ireland,* or from one Port to another in *England,* ſhall be written upon Paper, not Parchment, and the Quantities ſhall not be obliterated or interlined.

Ditto, S. 8. No Ship ſhall export any Wool, or any other of the Commodities aforeſaid, under Forfeiture of the Commodities and Veſſel, and treble the Value, with treble Coſts; and the Inhabitants of the Hundred, Port, or Place exempt, next adjoining to the Sea Coaſts, out of, or thro' which, any Wool, or other of the Commodities aforeſaid, ſhall be ſo exported, ſhall forfeit 20*l.* if the Wool be under the Value of 10*l.* but if it be of greater Value, then treble the Value thereof ſo exported, as alſo treble Coſts.

Ditto, S. 10. All Perſons who ſhall be aſſiſting in carrying or exporting any of the ſaid Commodities out of this Realm (being convicted) ſhall ſuffer three Years Impriſonment, and the Owner of the Wool, *&c.* and every Perſon aſſiſting in carrying or exporting of them, ſhall anſwer treble the Value of ſuch Penalties, which ſuch Inhabitants ſhall be ſo charged with, as alſo treble Coſts.

Ditto, S. 14. For preventing the Exportation of Wool, *&c.* the Commiſſioners for executing the Office of Lord High Admiral, ſhall appoint one Ship of the fifth Rate, and two Ships of the ſixth Rate, and four armed Sloops, conſtantly to cruize from off the *North Foreland* to the *Iſle of Wight,* with Orders for ſeizing all Veſſels which ſhall export Wool, *&c.*

Continued indefinitely by 9 Will. 3. *Cap.* 40.

10 and 11 *Will.* III. Cap. 10. S. 1. No Perſon ſhall export from *Ireland* into any Places, other than the Parts within *England* or *Wales,* any Wool, Woolfels, Shorlings, Mortlings, Wool-Flocks, Worſted, Bay or Woollen Yarn, Cloth, Serge, Bays, Kerſeys, Says, Frizes, Druggets, Cloth-ſerges, Shalloons, or any other Drapery Stuffs or Woollen Manufactures, made up or mixed with Wool, or Wool-Flocks, or ſhall load upon any Horſe or Carriage, or lay on board any Ship in any Place of *Ireland,* any ſuch Wool, *&c.* to the Intent to export the ſame, except as aforeſaid.

Ditto, S. 2. All Offenders aforeſaid ſhall be ſubject to the Penalties following, *viz.* the Wool, *&c.* ſhall be forfeited, and the Offenders ſhall forfeit 500*l.* and every Ship or Bottom, wherein any of the ſaid Commodities ſhall be ſhipped, or laid on board, ſhall be forfeited; and the Maſters and Mariners, or any Porters, or other Perſons, knowing ſuch Offence, and aſſiſting therein, ſhall forfeit 40*l.*

Ditto, S. 4. It ſhall be lawful for any Perſon to ſeize and convey to his Majeſty's next Warehouſe, all ſuch Wool, *&c.* as he ſhall diſcover to be laid on board any Ships; and it ſhall be lawful for any Perſon to ſeize every ſuch Ship, wherein any of the ſaid Commodities ſhall be ſhipped contrary to this Act.

Ditto, S. 5. For every Ship which ſhall ſail from *Ireland,* in order to export any of the Commodities aforeſaid, to this Kingdom, Bond ſhall be given by two known Inhabitants, of, or near the Place, to the chief Officers of the Cuſtoms belonging to the Port in *Ireland,* in double the Value of the Goods, before the Ship ſhall be permitted to lade any of the Commodities aforeſaid, with Condition, that if the Ship ſhall take on board any of the ſaid Goods in *Ireland,* all the ſaid Goods ſhall be brought by the ſame Ship, to ſome Port in *England* or *Wales,* and ſhall there unlade the ſame, and pay the Duties thereof (the Danger of the Seas excepted) and every Ship which ſhall lade any of the ſaid Goods, until ſuch Bond be given, ſhall be forfeited as aforeſaid.

Ditto, S. 10. All ſuch Goods exported from *Ireland,* into this Kingdom, or *Wales,* ſhall be ſhipped off at the Ports of *Dublin, Waterford, Youghall, Kingſale, Cork,* and *Drogheda,* and from no other Port; nor ſhall be imported into any Parts of *England* or *Wales,* other than *Biddeford, Barnſtable, Minehead, Bridgwater, Briſtol, Milford-Haven, Cheſter,* and *Liverpoole.*

See 1 Will. *and* Mar. *St.* 1. *Cap.* 32. *Sect.* 6. *and* 7 *and* 8 Will. III. *Cap.* 28. *Sect.* 5.

Ditto, S. 14. It ſhall be lawful to import from any of the aforeſaid Ports in *Ireland,* any Wool, *&c.* into ſuch Ports of this Kingdom as aforeſaid, ſo as Notice be firſt given to the Commiſſioners of his Majeſty's Cuſtoms in this Kingdom, or to the Cuſtomer or Collector, in the Port to which the ſame is to be brought, of the Quantity, Quality, and Package, with the Marks and Numbers thereof, the Name of the Ship and Maſter, and the Port into

into which they are to be imported, and ſo as Bond be firſt entered into, to the Uſe of his Majeſty, with one or more Sureties, in treble the Value of the Goods, that the ſame ſhall (Dangers of the Seas excepted) be landed accordingly, and ſo as a Licence be firſt taken, under the Hands of the Commiſſioners of the Cuſtoms, or from the Cuſtomer or Collector, where ſuch Bond is given for the Landing thereof, which Licence they are to grant without Fee.

Ditto, S. 17. All Wool, Ships, or Boats, ſo ſeized, ſhall be forfeited, and ſuch Wool ſhall be lodged in the King's Warehouſe, in ſuch Port where it ſhall be ſeized, or into which it ſhall be brought, and being condemned, ſhall be expoſed publickly to Sale after twenty-one Days Notice being given in writing at the Cuſtomhouſe of the Port, and on the *Royal-Exchange* of *London*, by Inch of Candle to the beſt Bidder; and all Ships that ſhall be condemned as aforeſaid, ſhall be expoſed to Sale in like manner, *&c.*

Ditto, S. 19. No Wool, *&c.* of the Product or Manufacture of any of the *Engliſh* Plantations in *America*, ſhall be laden on board any Ship, in any of the *Engliſh* Plantations; as likewiſe no ſuch Wool, *&c.* being of the Product or Manufacture of the *Engliſh* Plantations in *America*, ſhall be loaden upon any Horſe or Carriage, to the Intent to be exported, or conveyed out of the ſaid Plantations to any other of the ſaid Plantations, or to any other Place, upon the like Penalties upon every Offender, as are provided by this Act for the like Offences in *Ireland*, &c.

Ditto, S. 20. Perſons who ſhall be guilty of any Offence, contrary to any Act of Parliament made for preventing the Exportation of Wool, may be proſecuted in any of his Majeſty's Courts at *Weſtminſter*, and a *Capias* ſhall iſſue the firſt Proceſs, ſpecifying the Sum of the Penalty, and ſuch Perſons ſhall give good Bail, by natural born Subjects or Denizens, to appear in the Court at the Return of ſuch Writ, and ſhall likewiſe give Bail by ſuch Perſons as aforeſaid, in Court, to anſwer the Penalties in caſe they be convict, or to yield their Bodies to Priſon.

3 *Geo.* I. Cap. 21. S. 5. All Actions and Informations which ſhall be proſecuted, by Virtue of any Act, for preventing the Exportation of Wool, or Woollen Manufactures from *Ireland*, ſhall be tried in any of the four Courts at *Dublin*, by a Jury of Freeholders, to be ſummoned out of any other County, than that wherein the Fact was committed; and the firſt three who have been aſſiſting in exporting of Wool and Woollen Commodities, who ſhall inform any Juſtice of Peace thereof, whereby the Puniſhment may be inflicted, ſuch Diſoverer (not being the Owner or Part-Owner thereof) ſhall not ſuffer any of the Puniſhment.

4 *Geo.* I. Cap. 11. S. 6. If any Perſon ſhall be in Priſon for want of Bail, for unlawful Exportation of Wool or Woolfels, and ſhall refuſe to appear, or plead to a Declaration or Information delivered to ſuch Perſon, or to the Gaoler, or Turnkey, by the Space of one Term, Judgment ſhall be entered againſt him by Default; and in caſe Judgment be obtained againſt any ſuch Perſon, and he ſhall not pay the Sum recovered within three Months after entering up of ſuch Judgment, the Court ſhall by Order cauſe ſuch Offender to be tranſported in the ſame manner as Felons, for ſeven Years; and if ſuch Offender ſhall return into *Great-Britain* or *Ireland*, before the Expiration of the ſeven Years, he ſhall ſuffer as a Felon without Benefit of Clergy.

5 *Geo.* I. Cap. 11. S. 14. The like Proviſion made for preventing the Exportation of Wool, in 1 *Will.* and *Mar.* St. 1. Cap. 32. is directed to extend to Woolfels, Mortlings, Shorlings, Yarn of Wool, Wool-Flocks, Fullers-Earth, Fulling-Clay, and Tobacco-pipe Clay, carried Coaſtwiſe.

Ditto, S. 21. All ſuch Wool, and other the Commodities mentioned in 10 and 11 *Will.* 3. Cap. 10. which ſhall be carried or laid on Shore near the Sea or any navigable River, to the Intent to be exported out of *Ireland*, contrary to that Act, ſhall be forfeited, and the Offenders ſhall be liable to the like Penalties, as Perſons by that Act are ſubject to for exporting of Wool, *&c.*

5 *Geo.* II. Cap. 21. S. 1. The Commiſſioners for executing the Office of Lord High Admiral of *Great-Britain*, ſhall appoint three Ships of the ſixth Rate, and eight, or more, armed Sloops, conſtantly to cruize on the Coaſt of *Great-Britain* and *Ireland*, with Orders for ſeizing all Veſſels in which any Worſted, Bay or Woollen Yarn, or any Drapery Stuffs, or Woollen Manufactures, made up, or mixed with Wool or Wool-Flocks, ſhall be exported or laden from *Ireland* into foreign Parts, *&c.* *See* 10 *and* 11 Will. III. *Cap.* 10. *Sect.* 16.

Ditto, S. 2. It ſhall be lawful for the Commander of every ſuch Ship and Sloop, within the Limits of the Station aſſigned to ſuch Ship or Sloop, to enter and ſearch any Veſſel; and if any of the ſaid prohibited Commodities be found therein, and the Maſter of ſuch Veſſel ſhall not immediately produce a Cocket or Warrant, licenſing the Exportation thereof, to ſeize ſuch Veſſel, and to carry

carry the ſame with the Crew and Cargo, into any Port in *Great-Britain* or *Ireland.*

Ditto, S. 3. Every ſuch Veſſel, and all the ſaid prohibited Commodities found therein, ſhall be forfeited, and the ſaid prohibited Goods ſhall be lodged in the King's Warehouſe, in ſuch Port into which ſuch Veſſel ſhall be carried, until it be condemned; and being condemned, ſhall be expoſed to Sale after twenty-one Days Notice in writing, affixed upon the Cuſtom-houſe of the Port, by Inch of Candle, to the beſt Bidder; and every ſuch Veſſel ſhall, after Condemnation, be expoſed to Sale in like manner, *&c.*

Ditto, S. 7. This Act ſhall not make void any other Penalties inflicted by any former Law upon the Exportation of Wool and Woollen Manufactures.

12 *Geo.* II. p. 438. All Wool, and Woollen or Bay Yarn, Woolfels, Shorlings, Mortlings, Wool-Flocks, Worſted, Yarn, Cloth, Serge, Bays, Kerſies, Says, Frizes, Druggets, Cloth-ſerges, Shalloons, Stuffs, and other Draperies and Woollen Manufactures, or mixed with Wool, or Wool-Flocks, which ſhall be exported from *Ireland* after the 1ſt of *May*, 1740, into the Ports of this Kingdom hereafter mentioned, ſhall be ſhipped off, and entered at the Ports of *Dublin*, *Waterford*, *Youghall*, *Kingſale*, *Cork*, *Drogheda*, *New-Roſs*, *Newry*, *Wexford*, *Wicklow*, *Sligoe*, *Limerick*, *Galway*, and *Dundalk*, in the ſaid Kingdom of *Ireland*, and from no other Port or Place; nor ſhall the ſame be imported into any Parts of this Kingdom, other than the Ports of *Biddeford*, *Barnſtaple*, *Minehead*, *Bridgwater*, *Briſtol*, *Milford-Haven*, *Cheſter*, and *Liverpoole*, in the ſame manner as if the ſaid Ports of *Newry*, *Wexford*, *Wicklow*, *Sligoe*, *Limerick*, *Galway*, and *Dundalk*, had been particularly named for Exportation of the ſaid Goods, in the Act 10 and 11 *Will.* III. intitled, *An Act to prevent the Exportation of Wool out of the Kingdom of* Ireland *and* England, and for other Purpoſes therein mentioned.

See the ſaid Act, Sect. 10.

After the 25th of *December*, 1739, no Wool, or any of the ſaid Goods, ſhall be loaden on board any Ship or Boat in *Ireland*, or imported from thence into this Kingdom, but in ſuch Veſſels or Boats as ſhall be of the Built of *Great-Britain* or *Ireland*, and wholly owned and manned by the Subjects of this Kingdom, or *Ireland*, and duly regiſtered in the manner hereafter mentioned, under the Penalty of the Forfeiture of the ſaid Goods, or the Value thereof, and of the Veſſel or Boat in which the ſame ſhall be laden, together with all her Ammunition and Furniture.

After the 25th of *December*, 1739, no Ship or Veſſel ſhall paſs as a Ship of the Built of *Great-Britain* or *Ireland*, ſo as to be qualified to take on board in any of the Ports of *Ireland*, appointed for that Purpoſe, any Wool, or other the Species before-mentioned, in order to import the ſame into the Ports of *Great-Britain*, in this Act appointed for that Purpoſe, until the Perſons claiming Property in the ſaid Ship, ſhall regiſter the ſame as followeth, *viz.* Proof ſhall be made upon the Oath (or Affirmation, in caſe the Perſon be a Quaker) of one or more of the Owners, before the Collector and Comptroller of the Cuſtoms, in ſuch Port of *Great-Britain* or *Ireland*, reſpectively, to which ſuch Veſſel ſhall belong; which Oath or Affirmation, the ſaid Officers are authorized to adminiſter in the Tenor following. p. 439.

I A. B. *do make Oath (or being a Quaker, do ſolemnly affirm) that the Ship of whereof is at preſent Maſter being built of Tons, was built at in the Year and that of and of are at preſent Owners thereof; and that no Foreigner, directly or indirectly, hath any Share Part, or Intereſt therein.*

A Certificate of which Oath or Affirmation, atteſted by the Collector and Comptroller of the Cuſtoms, who adminiſtered the ſame, under their Hands and Seals, ſhall, after having been regiſtered by them, be delivered to the Maſter of the Ship for the Security of her Navigation, a Duplicate of which Regiſter ſhall be tranſmitted to the Commiſſioners of the Cuſtoms in the Port of *London*, to be entered in the general Regiſter, to be there kept by them for this Purpoſe.

No Ship's Name regiſtered ſhall be afterwards changed, without regiſtering ſuch Ship again (which is likewiſe to be done upon any Transfer of Property to another Port) and delivering up the former Certificate to be cancelled, under the ſame Penalties, and in the like Method as is before directed: And in caſe of any Alteration of Property, in the ſame Port, by the Sale of one or more Shares in any Ship, after regiſtering thereof, ſuch Sale ſhall always be acknowledged by Endorſement on the Certificate of the Regiſter before two Witneſſes, to prove that the entire Property of ſuch Ship remains to ſome of the Subjects of *Great-Britain* or *Ireland*, if any Diſpute ariſes concerning the ſame. p. 440.

After

After the ſaid 25th of *December*, 1739, no Coverlids, Waddings, or other Manufactures, or pretended Manufactures, made of Wool, ſlightly ſtitched or put together, ſo as the ſame may be reduced to, and made uſe of as Wool again, or Mattreſſes, or Beds ſtuffed with combed Wool, or Wool fit for combing, ſhall be exported from *Great-Britain* or *Ireland*, to Parts beyond the Seas, under the like Penalties, which are by Law inflicted on Perſons concerned in the Exportation of Wool.

p. 441. No Wool, Woolfels, Mortlings, Shorlings, Wool-Flocks, Worſted, Bay, or Woollen Yarn, ſhall be packed up in *Great-Britain* or *Ireland*, in any Box, Cheſt, or other Package, but in Packs, or Truſſes of Leather or Canvaſs, commonly called *Packcloth*; and all ſuch Packs or Truſſes ſhall be marked on the Outſide, with the reſpective Words WOOL, or YARN, in large Letters, not leſs than three Inches in length, under the Forfeiture of all ſuch Wool, or other the Goods aforeſaid, with the Package, and 3*s.* for every Pound weight thereof, to be paid by the Owner or Packer.

No Wool, Woolfels, *&c.* Crewel, or Wool ſlightly manufactured as aforeſaid, ſhall, after the ſaid 25th of *December*, 1739, be put on board any Ship or Boat, bound to Parts beyond the Seas, or ſhall be laden in order to be carried Coaſtwiſe, or from one Port of *Great Britain* or *Ireland*, to another, unleſs Notice be firſt given to the Commiſſioners of the Cuſtoms, or the Collector and Comptroller of the Port, from which the ſame is intended to be exported, of the Quantity, Quality, and Package, together with the Marks and Numbers thereof, with the Name of the Ship and Maſter, on which the ſaid Goods are to be laden, as likewiſe the Names of the Owners of the ſaid Goods, and the Places of their Abode, and the Port into which the ſame are intended to be imported, and to whom conſigned; and unleſs Bond be firſt entered into, to the Uſe of his Majeſty, with one or more ſufficient Securities, in treble the Value of the Goods intended to be carried Coaſtwiſe, that the ſame ſhall (the Danger of the Seas excepted) be landed accordingly, Notice whereof ſhall be forthwith tranſmitted by the Collector and Comptroller of the Port from whence the ſame ſhall be exported, to the Collector and Comptroller of the Port, to which the ſame is intended to be imported, and Entry made in the p. 442. manner required by this or any other Act; and unleſs a Licence be alſo firſt taken, under the Hands of the Commiſſioners of the Cuſtoms, or any three of them, or from the Collector and Comptroller where ſuch Bond is given, as aforeſaid, which Licence they are to grant without any Charge to the Perſon demanding the ſame; and all ſuch Bonds ſo entered into as aforeſaid, ſhall not be diſcharged, but by producing a Certificate under the Hand and Seal of the Collector and Comptroller of the Port in *Great-Britain* or *Ireland*, where ſuch Goods were landed, ſetting forth the Quantity, Quality, and Package, together with the Marks and Numbers thereof, with the Name of the Ship and Maſter, out of which ſuch Goods were landed; and all ſuch Bonds as ſhall remain undiſcharged after ſix Months, ſhall be tranſmitted to the Commiſſioners of the Cuſtoms in *Great-Britain*, or the Commiſſioners of the Revenue in *Ireland*, who are to put them in Suit immediately: And if any Wool, Woolfels, *&c.* Crewels, or Wool ſlightly manufactured, ſhall be laden on board any Veſſel or Boat to be carried Coaſtwiſe, or from one Port to another, before ſuch Bond entered into, and Licence taken out, as aforeſaid, and before all the Directions of this and every other Act, made to prevent the Tranſportation of any of the Goods aforeſaid, ſhall be fully complied with, ſo far as the ſame relate to the Exporter or Proprietor of ſuch Goods; or if any of the ſaid Goods ſhall be laden on board any Veſſel or Boat, bound to Parts beyond the Seas, then all ſuch Goods, or the Value, ſhall be forfeited, together with the Veſſel or Boat, and all her Ammunition and Furniture.

Nothing herein contained ſhall extend to alter or leſſen any other Security now required by Law for Goods carried Coaſtwiſe, or to repeal any Law now in Force, made to prevent the Exportation of Wool, or any of the Commodities aforeſaid.

After the 25th of *December*, 1739, p. 448. if the Maſter of any Veſſel employed in the clandeſtine Exporting from *Great-Britain* or *Ireland* to Parts beyond the Seas, any Wool or other Goods before-mentioned, or in the clandeſtine importing from *Ireland*, any Woollen Cloth, Serges, Bays, or any other Drapery Stuffs, or Woollen Manufactures, made and manufactured in *Ireland*; or if the Mate, or any of the Mariners ſhall give an Account in ſix Months after Shipping or Exporting any of the Goods before-mentioned, to the Commiſſioners of the Cuſtoms in *England* or *Scotland*, or the Commiſſioners of the Revenue in *Ireland*, reſpectively, of the Name of the Ship, and the Species, and Quantities of ſuch Goods, ſo clandeſtinely exported or ſhipped for Exportation, together with the Names of the Owners, or Perſons who act in their Aid and Aſſiſtance, ſo as they may be proſecuted and convicted for ſuch Offence; ſuch Maſter, Mate, or

or Mariner, ſhall not only be indemnified for ſo doing, but ſhall be acquitted and diſcharged from any Penalties they are by Law ſubject to for ſuch Offence, and ſhall alſo receive three-fourth Parts of the Forfeitures, clear of Charges, *&c.*

p. 450. If any Officer, or other Perſon that ſhall act in Aid of any Officer, in putting this Act in Execution, ſhall be obſtructed, wounded, or beaten, in ſeizing any Wool, *&c.* either in the Day or Night-Time, by Land or Water, the Perſons who ſhall ſo obſtruct, *&c.* or any Perſons who being armed with offenſive Weapons, or wearing any Maſk or other Diſguiſe, ſhall reſcue, or attempt to reſcue, any of the Goods aforeſaid, which ſhall be ſeized by any Officer, and ſhall be convicted of any of the ſaid Offences, ſhall be tranſported to ſome of the Plantations in *America*, for ſuch Term as the Court, before whom ſuch Offenders ſhall be convicted, ſhall think fit, not exceeding ſeven Years, in the ſame Manner as by the Act 4 *Geo.* I. *For the further preventing Robbery, Burglary, and other Felonies,* &c. and by another Act 1 *Geo.* I. *for the preventing Robberies and other Felonies, and for the more effectual Tranſportation of Felons*, the Offenders therein mentioned are to be tranſported to the ſaid Plantations; and if any ſuch Offenders ſhall return to *Great-Britain* or *Ireland*, before the Expiration of the Time for which they ſhall be tranſported, they ſhall ſuffer as Felons, without the Benefit of Clergy.

5 *Geo.* II. Cap. 24. S. 3. No Coffee ſhall be put on board any Ship in any of his Majeſty's Plantations in *America*, until the Planter or his known Agent ſhall make Oath, or Affirmation, before two Juſtices of Peace, that the ſame is of the Growth of ſuch Planter's Plantation, which Oath, *&c.* ſhall be produced to the Collector, Comptroller, and naval Officer, by the Perſon who ſhall enter ſuch Coffee; and ſuch Perſons ſhall likewiſe make Oath, or Affirmation, before the ſaid Officers that the Coffee then to be ſhipped is the ſame that is mentioned in ſuch Oath, *&c.* of the Planter; and the Collector, and Comptroller, and Naval Officer, are required to deliver a Certificate of ſuch Affidavit to the Commander of ſuch Ship, on board which the ſaid Coffee is to be ſhipped, and the Maſter of ſuch Ship ſhall, before clearing his Ship, alſo make Oath, that he has received ſuch Coffee on board, and that he has no other Coffee on board than ſuch, for which Proofs ſhall be made as aforeſaid, and that he will not take any more Coffee on board before his Arrival in *Great-Britain*, and making a Report of his Lading there; for which Affidavit and Certificate, the Collector and Comptroller, or Naval Officer, ſhall receive 5*s.* and all Certificates of ſuch Affidavit, ſhall by the Commander of ſuch Ship be produced to the Collector and Comptroller of the Cuſtoms, at the Port where ſuch Ship ſhall unlade, and the Maſter ſhall deliver to ſuch Collector and Comptroller, a Certificate of the Collector and Comptroller of the Cuſtoms and Naval Officer of the Place, where ſuch Coffee ſhall have been ſhipped, or any two of them, teſtifying the particular Quantities of ſuch Coffee, and of which ſuch Proofs ſhall be made, ſpecifying the Package, with the Marks, Numbers, and Weights of each Package; and the Maſter ſhall likewiſe make Oath, or affirm, that the Coffee in the Certificate was taken on board as in the Certificate, and that after his Departure he did not take on board any Coffee, and that all the Coffee on board his Ship is mentioned in the ſaid Certificate; and upon Entry of ſuch Coffee at the Cuſtom-houſe, and paying or ſecuring the Duties, a Mark ſhall be ſet on every Parcel; and thereupon ſuch Coffee ſhall be lodged in a Warehouſe, and the Importer ſhall deliver to the Collector the Certificate of the Affidavit of the Growth of the Coffee, together with the Oath, and the Oath, or a Copy thereof, made by the Planter; as alſo the Certificate of the Package, Marks, and Numbers of the Coffee.

Ditto, S. 4. No Commander of any Ship ſhall take in at *America* or at Sea, or ſhall land in any of the ſaid Plantations, any Coffee of the Growth of any foreign Country, except ſuch as ſhall be exported from *Great-Britain*, on Pain of forfeiting ſuch Coffee and 200*l.* and likewiſe twelve Months Impriſonment.

Ditto, S. 5. If any Perſon ſhall falſely make Oath or Affirmation, by this Act directed, and thereof be convicted, *&c.* ſuch Perſon ſhall forfeit 200*l.* and be impriſoned twelve Months; and if any Perſon ſhall forge a Certificate of the ſaid Oath or Affirmation, or ſhall publiſh ſuch Certificate, knowing the ſame to be forged, and be convicted in any of his Majeſty's Courts, ſuch Perſon ſhall forfeit 200*l.*

Ditto, S. 6. This Act ſhall continue to the 25th of *March* 1739, and to the End of next Seſſion of Parliament.

Farther continued for ſeven Years, and to the End of next Seſſion of Parliament by 11 Geo. II. *Cap.* 18. *and farther continued for ſeven Years, and to the End of the next Seſſion of Parliament by* 19 Geo. II. *P.* 412.

Enacted,

12 *Geo.* II. p. 551, 552, 553. *Enacted*, that the Acts 12, 15, and 25 *Car.* II. ſo far as the ſame extend to Sugar of the Growth and Produce of his Majeſty's Plantations in *America*, being one of the Commodities enumerated in the ſaid Acts, ſhall be ratified and confirmed in all Reſpects whatſoever, except only as to ſuch Sugars as by this Act ſhall be permitted to be exported from the ſaid Sugar Colonies, by ſuch Perſons, in ſuch Ships, to ſuch foreign Countries, and under ſuch Regulations, as are herein deſcribed and appointed for that Purpoſe.

After 29 *September* 1739, any of his Majeſty's Subjects, in any Veſſel built in *Great-Britain*, and navigated according to Law, and belonging to any of his Majeſty's Subjects, of which the major Part ſhall be reſiding in *Great-Britain*, and the Reſidue reſiding either in *Great-Britain* or ſome of the ſaid Sugar Colonies, and not elſewhere, that ſhall clear outwards in any Port of *Great-Britain* for any of the ſaid Colonies, may load in the ſaid Colonies any Sugars of the Growth and Manufacture of the ſaid Colonies, and may carry the ſame to any foreign Part of *Europe*, provided a Licence be firſt taken out for that Purpoſe, under the Hands of the Commiſſioners of the Cuſtoms at *London* or *Edinburgh*, ſubject to the Regulations, and on the Conditions hereafter mentioned, *viz.* that Notice be firſt given by the Maſter in Writing, or one of the Owners of ſuch Veſſel, to the Collector and Comptroller of the Port where ſuch Veſſel happens to be, of the Intention of ſuch Maſter or Owner, that ſuch Ship ſhall proceed to ſome of the ſaid Sugar Colonies, to lade Sugars to be carried to ſome other part of *Europe* than *Great-Britain*; and that ſuch Maſter or Owner ſhall enter into p. 554. Bond, to the Uſe of his Majeſty, with one or more ſufficient Securities, in the Sum of 1000*l.* if the Ship be of leſs Burthen than 100 Tons; and in the Sum of 2000*l.* if ſhe be of that, or greater Burthen; with Condition, that in Caſe a Licence be granted to carry Sugars from the ſaid Sugar Colonies to foreign Parts, ſuch Ship ſhall proceed from *Great-Britain* to the ſaid Colonies, and ſhall deliver the ſaid Licence to the Naval Officer there, in caſe he intends to make Uſe of the Liberty granted by ſuch Licence, which he ſhall declare in Writing, to the Naval Officer, before he takes any Goods on board; and that in ſuch Caſe, no *Tobacco*, *Molaſſes*, *Ginger*, *Cotton-wool*, *Indigo*, *Fuſtick*, or other dying Wood, *Tar*, *Pitch*, *Turpentine*, *Hemp*, *Maſts*, *Yards*, *Bowſprits*, *Copper-Ore*, *Beaver-Skins*, or other *Furrs*, of the Growth and Manufacture of any *Britiſh* Plantation in *America*, ſhall be taken on board ſuch Ship, unleſs for the neceſſary Proviſions in her Voyage; and that ſuch Ship, before ſhe proceeds to any foreign Port, ſhall touch at ſome Port in *Great-Britain*, and that the Maſter or Commander ſhall deliver to the Collector and Comptroller of ſuch Port, a new Manifeſt, atteſted upon Oath (or if a Quaker by Affirmation) of the Lading, mentioning the Marks, Numbers, Package and Contents of all the Goods on board; and ſhall alſo bring back the ſaid Licence, with a Certificate endorſed or affixed thereto, containing an Account of the Marks, Numbers, Package, Contents, and Sorts of Sugars on board ſuch Ship, in the Manner hereafter directed; and that when ſuch Ship hath diſcharged her Lading (the Danger of the Seas and Enemies excepted) ſhe ſhall return to *Great-Britain*, within eight Months after ſhe has delivered p. 555. her Lading in any foreign Part, and before ſhe returns to any of the Plantations in *America*; and that in caſe ſuch Veſſel ſhall take on board any Merchandiſes before her Return to *Great-Britain*, all ſuch Merchandiſes that ſhall remain on board the ſaid Ship on her Arrival in *Great-Britain* ſhall be entered and landed, in like Manner as other Ships importing Goods into this Kingdom are obliged to do by the Laws of the Cuſtoms, or otherwiſe ſuch Bond ſhall be forfeited.

Upon ſuch Bond being entered into, and the other Requiſites being duly complied with, a Licence ſhall be granted accordingly, giving Liberty for that Voyage only, to carry Sugars of the Growth of the ſaid Sugar Colonies, to any foreign Part, in the Manner and according to the Intention of this Act; but no Ship ſhall have Licence to carry Sugars to foreign Parts, unleſs it firſt appear by Oath (or Affirmation) of the Maſter, that the Property thereof is in his Majeſty's Subjects, of which the major Part are reſiding in *Great-Britain*, and the Reſidue either in *Great-Britain* or in ſome of the ſaid Sugar Colonies, and not elſewhere; ſuch Oath or Affirmation to be in the Form hereafter mentioned, *viz.*

A. B. *maketh Oath (or ſolemnly declares and affirms) that the (Ship or Veſſel) called the* (Name) *whereof he (this Deponent or Affirmant) is Maſter, and hath the Charge and Command for this preſent Voyage to* (Place bound to) *being* (deſcribe the built) *(Ship or Veſſel) of the Burthen of* (Number) *Tons, was built at* (Place) *in the Year* (time when) *and that the ſaid (Ship or Veſſel) is wholly owned by the (Perſon or Perſons) whoſe (Name or Names) and uſual (Place or Places) of Abode (is or are) under-mentioned and*

p. 556. *and deſcribed by this Deponent or Affirmant*; *that ſuch (Owner or Owners) (is or are) his Majeſty's* Britiſh *(Subject or Subjects) and that no Foreigner, directly or indirectly, hath any Share, Part or Intereſt in the ſaid (Ship or Veſſel) to the beſt of this (Deponent's or Affirmant's) Knowledge or Belief*; *and that he, this (Deponent or Affirmant) and three-fourths of the Mariners navigating the ſaid (Ship or Veſſel) are his Majeſty's* Britiſh *Subjects.*

If any Veſſel licenſed by Virtue of this Act, ſhall take on board in any of the Sugar Iſlands, or in her Voyage from thence, any Sugars or other Goods, being the Property of any other Perſon, than ſome of his Majeſty's Subjects, and ſuch as ſhall be laden on their proper Riſque and Account, to be carried to foreign Parts, the ſame ſhall be forfeited.

Before any Sugar be put on board any Veſſel at the ſaid Colonies, to be carried to any foreign Port in *Europe*, the Maſter ſhall deliver to the Collector of the Port where ſuch Ship is to take in her Lading, the ſaid Licence, ſigned by the Commiſſioners of the Cuſtoms, and a Certificate of ſuch Bond having been given in *Great-Britain* as aforeſaid, and ſhall declare in writing to the Collector, whether he intends to load any Sugar purſuant to ſuch Licence, which ſhall be done before any Goods are laden on board ſuch Veſſel, otherwiſe ſuch Licence ſhall be of no Force; but if it be declared that Sugars are intended to be laden, and carried to foreign Parts, then, in order to aſcertain the Quantity, *&c.* of the Sugars to be exported from the ſaid Colonies, and to prevent the Exportation of any Goods before enumerated, the Perſon intending to export Sugars, or other Goods not enumerated, in p. 557. ſuch Veſſel, ſhall, before the ſame are put on board, make an Entry of ſuch Sugars, or other Goods, with the Comptroller of the Cuſtoms and the naval Officer, expreſſing the Name of the Ship and Maſter, and where ſhe lies; and alſo the Keys and Wharfs where they are to be laden, or firſt Water-borne, in order to be laden; which ſhall be ſuch only where an Officer is or ſhall be appointed to attend the Shipping thereof, or at ſuch Places as ſhall be mentioned in a Warrant to be taken out from the Comptroller for that Purpoſe; and ſhall thereupon take out a Warrant, whereon ſhall be endorſed by the Exporter, the Marks, Numbers, Contents, Sorts, or proper Denomination of ſuch Sugars, and ſhall deliver the Warrant ſo endorſed to the Searcher, and ſhall lade ſuch Sugars in the Preſence of ſuch Officer, or at the Places mentioned in the ſaid Warrant, that the proper Officers may attend the Shipping thereof; and ſuch Officers are impowered to examine the ſame, before they are put on board; and if, upon examining the ſaid Sugars, or any Goods ſhipped or brought to be ſhipped as ſuch, either before or after the Shipping thereof, the Number of Caſks ſhall appear to be greater than endorſed on ſuch Warrant, or if there be found any other Sugar but ſuch as ſhall be ſo endorſed, taken out, and delivered as aforeſaid, or any of the Goods before enumerated, which by Law are to be carried from thence only to *Great-Britain*, or ſome of his Majeſty's other Plantations; or if it be diſcovered that any enumerated Goods, other than Sugar, have been put on board any Veſſel having Liberty to trade by Virtue of this Act, or ſhall be brought to be ſhipped on board ſuch Veſſel, or ſhall be put into any Boat, *&c.* in order to be put on board ſuch Veſſel, before ſuch Entry, or p. 558. taking out, endorſing, and delivering of ſuch Warrants, contrary to the Directions of this Act, all ſuch Sugar and other Goods ſhall be forfeited, and the Veſſel or Carriage employed in ſhipping or attempting to ſhip any enumerated Goods, other than Sugars, together with the Veſſel on which ſuch other Goods ſhall be laden, and the Owner of ſuch Sugar or other Goods ſhall forfeit double the Value thereof. And before ſuch Veſſel ſhall depart with the Sugar, the Maſter ſhall receive the ſaid Licence from the Comptroller and naval Officer, with a Certificate under their Seals of Office, containing an Account of the Marks, *&c.* of each Caſk of Sugar ſo ſhipped; and the other Officers aforeſaid are to make two Copies of ſuch Licence and Certificates; for all which Entries, *&c.* or Copies, no more ſhall be taken than the accuſtomed Fees; and the Maſter, before he receives the ſaid Licence, ſhall atteſt the ſaid Copies under his Hand, which are to be left with the Collector, and Comptroller, and naval Officer; and the ſaid Collector and Comptroller are required, as ſoon as conveniently they can, to tranſmit one of the ſaid Copies to the Commiſſioners of the Cuſtoms in *Great-Britain*, by whom the Licence was granted when the Ship ſailed from *Great-Britain*; and the p. 559. Maſter ſhall proceed from the ſaid Colonies directly to *Great-Britain*, without putting into any other Port, unleſs forced by Streſs of Weather: Proof whereof ſhall be made on Oath to the Satisfaction of the Commiſſioners; and on the Return of ſuch Ship to *Great-Britain*, the Maſter ſhall produce the ſaid Licence to the Commiſſioners, or to the Collector of the Port at which he ſhall arrive, with the Endorſement or Certificate annexed

as before directed, and ſhall alſo deliver a true Manifeſt, expreſſing the Marks and Numbers, with the Tale and Sorts of Caſks of all his Lading, atteſted upon Oath (or if a Quaker, by Affirmation) before the Collector and Comptroller of ſuch Port, who are impowered to adminiſter the ſame; and ſhall alſo make an Entry of the Quantities and Sorts of all the Sugars laden on board the ſaid Ship at any of the ſaid Colonies, and then remaining on board and bound to foreign Parts (which Entry the ſaid Collector and Comptroller are to paſs, without demanding any Duties for ſuch Sugar; mentioning in their Accounts, that ſuch Entries were paſſed by Virtue of this Act) and ſhall alſo declare upon Oath or Affirmation, to what foreign Ports he is bound, with ſuch Lading; then ſuch Maſter ſhall be at Liberty to proceed, with all the Goods on board mentioned in the ſaid Manifeſt, being none of the Goods before enumerated, to any foreign Port, without being obliged to land, or pay Duty for the ſame, as aforeſaid, taking with him the ſaid Licence, and a Certificate under the Seals of the Office from the ſaid Collector and Comptroller, teſtifying that the ſaid Ship had touched at ſuch Port, and had in all Reſpects complied with the Directions of this Act; but if any ſuch Veſſel ſhall proceed to any

p. 560.

foreign Part, without having firſt touched at ſome Port in *Great-Britain*, and having complied with the Directions of this Act, and having the ſame certified as aforeſaid; or if any of the Goods before enumerated, beſides Sugars, ſhall be found on board, or carried by any ſuch Veſſel to any foreign Parts, then the Liberty granted by ſuch Licence ſhall become void, and ſuch Veſſel, and alſo the Maſter, and all others concerned, ſhall be liable to the ſame Penalties as they would have been liable to if this Act had not been made.

If the Commiſſioners of the Cuſtoms in *Great-Britain*, or the Collector and Comptroller of the Port where the Veſſel ſhall touch, ſhall, upon Information on Oath, have Cauſe to ſuſpect that ſome enumerated Goods, other than Sugars, are on board ſuch Veſſel, and ſhall thereupon judge it neceſſary to unlade the Goods from ſuch Ship, or any Part thereof; in ſuch caſe, the Officers of the Cuſtoms, or any Perſons employed by them, may enter, and remain on board ſuch Ship, and unlade the ſame or any Part thereof, as they ſhall judge neceſſary, to enable them to examine any Part of ſuch Ship and all the Goods on board, and detain her ſo long as ſhall be neceſſary for that Purpoſe, and alſo may open and examine any Cabins, *&c.* or any Concealments, or other Places in the Sides of ſuch Ship or any Part thereof, or any Trunk, Caſk, *&c.* to diſcover whether any more, or other

p. 561.

Goods are on board, than ſuch as are mentioned in the Manifeſt delivered by the Maſter, and may ſeize all Goods not mentioned therein, which ſhall be forfeited; but in caſe no Goods be found on board, but what are mentioned in the ſaid Manifeſt, then the Officers who ſhall unload or unpack any Goods, ſhall re-load and re-pack the ſame, and repair ſuch Damage as ſhall be done by unloading or unpacking thereof, without being liable to any other Coſts for Demurrage, or on any other Account whatſoever; but if any other Goods are found on board, beſides ſuch as are mentioned in the Maſter's Manifeſt (except the neceſſary Proviſions of the Ship) then the Maſter ſhall be at the Charge of re-loading and re-packing all the Goods unladen or opened, and of repairing all other Damages occaſioned thereby; and the Officers concerned ſhall not be at any Expence, or be liable to any Coſts whatſoever.

If any Ship ſhall have on board any Sugar, for which Licence ſhall have been granted as aforeſaid, or any other Goods not enumerated in the Act before-mentioned, and the Owners, or their Agent, on the Arrival of ſuch Ship in *Great-Britain*, ſhall be deſirous to enter and pay the Duty, and land the Goods, or any Part thereof, they ſhall have Liberty ſo to do, the Maſter firſt making a Report of his whole Lading, with the proper Officers of the Cuſtoms, in like Manner as he was required to do, before the making of this Act.

If the Maſter, or Perſon taking Charge of ſuch Veſſel, for which a

p. 562.

Licence has been granted, ſhall, on his Arrival in any of the ſaid Sugar Colonies, have delivered to the Collector, Comptroller, or Naval Officer, the ſaid Licence, with a Certificate of Bond being given in *Great-Britain*, as aforeſaid; and before he lades any Goods, ſhall declare in writing, upon Oath, or Affirmation, before any two of them, that the Sugars he intends to load, are to be carried to ſome Place to the Southward of *Cape Finiſterre*; then the ſaid Maſter may, in caſe he has in all Reſpects complied with the Directions of this Act, proceed thither directly, with ſuch Veſſel, taking with him ſuch Licence and Oath, or Affirmation, endorſed thereon by the Collector, *&c.* together with an Account of the Marks, *&c.* of Sugars laden by Virtue of ſuch Licence, likewiſe endorſed thereon, or contained in a Certificate annexed, in the Manner before directed, and may there land the ſame, without firſt touching at any Port in *Great-Britain*; but in ſuch

ſuch caſe, the Maſter ſhall, within eight Months after landing the ſaid Sugars, and before ſuch Veſſel ſhall go again to any of the Plantations in *America*, return to ſome Port of *Great-Britain*, and there deliver his ſaid Licence to the Commiſſioners of the Cuſtoms, or the Collector and Comptroller of ſuch Port, with ſuch Oath or Affirmation endorſed thereon, and Certificate annexed thereto as aforeſaid, with a Certificate from the Conſul, or two known *Britiſh* Merchants of good Credit, reſiding at the Places where ſuch Sugars were landed, teſtifying the Landing thereof as aforeſaid; and the Maſter ſhall likewiſe make Oath or Affirmation, before the Collector, to the Truth of ſuch Certificate; and that none of the Goods before enumerated, except Sugar, were taken on board at any of the ſaid Colonies, or landed at the Place mentioned in the Certificate; and ſhall likewiſe make an Entry with ſuch Collector, of the Quantity and Sorts of all the Sugars laden on board the ſaid Ship at any of the ſaid Colonies, and landed at any Port to the Southward of Cape *Finiſterre*, which Entry, the Collector or Comptroller are to paſs, without demanding any Duties for the ſame, mentioning in their Accounts that ſuch Entries were paſſed, by Virtue of this Act; and in caſe the Maſter ſhall neglect or refuſe to make ſuch Entry on his Return to *Great-Britain*, he ſhall forfeit 100 *l.*

p. 563.

Upon the Return to *Great-Britain* of any Ship or Veſſel, which ſhall carry Sugars from the Sugar Colonies to any foreign Parts, the Maſter ſhall, in either Caſe before-mentioned, bring back, and deliver to the Commiſſioners of the Cuſtoms, or to the Collector of the Port where ſuch Veſſel ſhall arrive, the ſaid Licence, together with a Certificate, ſigned and ſealed by the Conſul, or two known *Britiſh* Merchants of good Credit, at the Port where ſuch Sugar was landed, certifying the Landing thereof, with the Number of Caſks landed, and the Mark, Number, and Contents of each Caſk, with the Name of the Ship and Maſter, and that they verily believe that no Tobacco, or other Goods before enumerated, except Sugar, have been there landed out of ſuch Veſſel; and upon ſuch Licence being returned, with the Oath or Affirmation of the Maſter, and an Account of the Lading endorſed thereon, or annexed thereto as aforeſaid; and the ſeveral other Things required by this Act being duly complied with, the Bond given before granting ſuch Licence ſhall be diſcharged and delivered up; otherwiſe ſuch Bond ſhall be forfeited, and may be proſecuted in the Manner directed by this Act.

p. 564.

In caſe any Ship or Veſſel ſhall, after unloading ſuch Sugars, or any Part thereof, take on board any Goods before her Return to *Great-Britain*, all ſuch of the ſaid Goods as remain on board at her Arrival in *Great-Britain*, ſhall be entered and landed on the Return of ſuch Veſſel to *Great-Britain*, and before her Departure from thence, and ſhall be ſubject to ſuch Regulations, as the like Goods imported in any other Ship are ſubject to, by the Laws of the Cuſtoms.

This Act not to excuſe any Veſſel trading to or from the ſaid Sugar Colonies, being regiſtered purſuant to the Act 7 and 8 *Will.* III. on Proof of the Property made by one or more of the Owners, in the Manner, and under the Penalties inflicted by the ſaid Act.

No Maſter or Owner of any Veſſel carrying Sugars, as aforeſaid, ſhall advance to any Mariner, during the Time, he ſhall be in Parts beyond the Seas, any Money or Effects upon Account of Wages, exceeding one Moiety of the whole Wages, due from the Time of his Departure from *Great-Britain* till ſuch Veſſel ſhall return to *Great-Britain*; and if any Maſter or Owner ſhall advance any Wages to any Seaman, above the ſaid Moiety, ſuch Maſter or Owner ſhall forfeit double the Money he ſhall ſo advance.

p. 565.

If any Perſon ſhall grant any falſe Certificate, or counterfeit, eraſe, or alter any Licence, Oath, or Certificate, made purſuant to this Act, or ſhall knowingly publiſh or make uſe thereof, ſuch Perſon ſhall forfeit 500*l.* to be recovered, and diſpoſed of in the Manner directed by this Act, and ſuch Licence, *&c.* ſhall be void.

Nothing in this Act ſhall be conſtrued to give liberty to carry Sugars from any of the ſaid Sugar Colonies to *Ireland*.

p. 566.

This Act ſhall continue in force five Years, from the 29th of *September*, 1739, and from thence to the End of the then next Seſſion of Parliament.

Further continued till the 24*th of* June, 1751, *and to the End of the then next Seſſion of Parliament, by* 17 Geo. II. *p.* 753.

By an Act paſſed 7 *and* 8 Will. III. *for preventing Frauds, and regulating Abuſes in the Plantation Trade*; and by another Act of 5 *Anne, for an Union of the two Kingdoms of* England *and* Scotland, no Ship or Veſſel ſhall paſs as a Ship of the Built and Property of *Great-Britain*, *Ireland*, *Guernſey*, *Jerſey*, or any of his Majeſty's Plantations in *America*, or a *Prize Ship* made free, ſo as to be qualified to trade to from,

15 and 16 *Geo.* II. p. 711.

from, or in any of the ſaid Plantations, till the Perſons claiming Property therein, ſhall make Oath, and regiſter the ſame in Manner therein directed; and if any Ship's Name ſo regiſtered ſhall be altered, or any Transfer of Property to another Port, ſuch Ship is thereby directed to be regiſtered *de Novo*, on delivering up the former Certificate to be cancelled; and if the Property be altered in the ſame Port, by the Sale of Shares, in any Ship after regiſtering, ſuch Sale is to be acknowledged, by endorſing on the Regiſter before two Witneſſes; notwithſtanding which, the Certificates of the Regiſter of ſeveral Ships have been frequently ſold to Foreigners and delivered to the Purchaſers; and the Ships of Foreigners under Colour thereof, have been admitted to trade to, and from the Plantations (tho' of foreign Extraction) contrary to Law, to the Prejudice of the Navigation of *Great-Britain* and the Plantations; for preventing which, it is enacted, that after the 25th of *December*, 1742, no Ship or Veſſel required by the ſaid Acts to be regiſtered, and carrying Merchandizes to and from any of his Majeſty's Plantations in *America*, or to and from one Plantation to another, ſhall be deemed qualified to trade within the Intent of the ſaid Acts, till the Maſter, or Perſon having Charge of the Ship, ſhall upon Oath or Affirmation, before the Governor or Collector of the Cuſtoms, of every the ſaid Plantations where they ſhall arrive, give a juſt and true Account of the Name and Burthen thereof, and of the Place from whence ſhe came, and of all Particulars, in the following Form, *viz.*

p. 712.

A. B. *maketh Oath (or if a Quaker, ſolemnly affirms) that the Ship or Veſſel, called the* – *whereof he, this Deponent or Affirmant, is Maſter, or hath the Charge and Command, during this preſent Voyage, being of the Burthen of* *Tons, came laſt from* *and that ſhe is, as he verily believes, the ſame Ship or Veſſel deſcribed, meant, and intended, in, and by the Certificate now produced by him; and that the ſame does now, as he believes, belong wholly to his Majeſty's* Britiſh *Subjects, and that no Foreigner has, directly or indirectly, any Share, Property, or Intereſt therein, to his Knowledge or Belief.*

p. 713.

If any Ship or Veſſel ſhall load or unload any Goods, *&c.* in any of the Plantations in *America*, before ſuch Proof be made, the ſame ſhall be forfeited, and may be proſecuted, recovered, and divided, in like Manner as if ſhe had not been regiſtered, as directed in the Act 7 and 8 *Will.* III.

After the 25th of *December*, 1742, if any Ship or Veſſel duly qualified to trade to, from, and in his Majeſty's Plantations, ſhall happen to be in any of the ſaid Plantations, and the Certificate of the Regiſter ſhall be loſt or miſlaid, the Maſter, or other Perſon having Charge of the ſaid Ship or Veſſel, may make Oath, or Affirmation, before the Governor or Collector of the Cuſtoms, in the Port where the Ship or Veſſel ſhall happen to be, in the following Form.

A. B. *being Maſter, or having the Charge of the Ship or Veſſel called the* *does ſwear (or ſolemnly affirm) that the ſaid Ship or Veſſel has been, as he verily believes, regiſtered according to Law, to qualify her to trade to, from, and in his Majeſty's Plantations in* America, *and that he had a Certificate thereof, granted at the Port of* *but that the ſame is loſt or miſlaid, and that he cannot find the ſame, and does not know where the ſame is, or what is become thereof, and that the ſame hath not been, nor ſhall be, with his Privity or Knowledge, ſold or diſpoſed of to any Perſon or Perſons whatſoever; and that he, this Deponent or Affirmant, and three-fourths of the Mariners navigating the ſaid Ship or Veſſel, are his Majeſty's* Britiſh *Subjects, and the ſaid Ship or Veſſel does now, as he believes, belong wholly to his Majeſty's* Britiſh *Subjects, and that no Foreigner has, to his Knowledge or Belief, any Share, Property, or Intereſt therein.*

p. 714.

The ſaid Maſter, or other Perſon navigating the ſaid Ship or Veſſel, ſhall give 500*l.* Security, if the Ship be of one hundred Tons Burthen or under, and ſo in Proportion for any greater Burthen, to the Collector of the Port where the Ship ſhall be, in his Majeſty's Name and to his Uſe, with Condition that the Ship was duly regiſtered according to Law, for qualifying the ſame to trade to, from, or in his Majeſty's Plantations in *America*; and that the Certificate of the ſaid Regiſter, if found, ſhall be delivered up to the Commiſſioners of the Cuſtoms, to be cancelled, and no illegal Uſe has been, or ſhall be made thereof; that the ſame has not been, or ſhall be fraudulently diſpoſed of; that the ſaid Ship or Veſſel wholly belongs to *Britiſh* Subjects; and that no Foreigner has any Share, Property, or Intereſt therein; and on making ſuch Oath, or Affirmation, and giving

giving ſuch Bond, the Governor and Collector of the Cuſtoms, ſhall freely give the Maſter, *&c.* of ſuch Ship, or Veſſel, a freſh Certificate, which ſhall enable him to trade for that Voyage only; and the Officers taking the ſaid Oath and Bond ſhall tranſmit an Account thereof to the Commiſſioners of the Cuſtoms.

If the Certificate of the Regiſter of any Ship be loſt, and the Maſter, or Perſon having Charge of the Ship, and one or more of the Owners, ſhall make Proof to the Satisfaction of the Commiſſioners of the Cuſtoms, in Caſe the Owners, or any of them ſhall reſide in *Great-Britain*, or *Ireland*, *Guernſey*, or *Jerſey*; or of the Governor, or Collector of the Cuſtoms, reſiding in any of his Majeſty's Plantations in *America*, if ſhe was regiſtered in ſuch Plantation; and none of the Owners ſhall reſide in *Great-Britain* or *Ireland*, *Guernſey* or *Jerſey*, upon Oath or Affirmation of the Loſs of ſuch Certificate, alſo of the Name, Burthen, Built, Property, and other Particulars required in the Act 7 and 8 *Will.* III. in the ſame manner, and before the ſame Perſons as are required on original Regiſters, and ſhall give 500*l.* Security if the Ship be of one hundred Tons, and ſo in proportion for any greater Burthen, to the Collector of the Port where the Ship ſhall belong, and that the original Certificate hath not been, nor ſhall be fraudulently diſpoſed of, or uſed contrary to Law; and that if the ſame be found, it ſhall be delivered up to the Commiſſioners to be cancelled; in ſuch caſe the ſaid Commiſſioners, and the Governor, and Collector of the Cuſtoms, reſiding at the Plantations reſpectively, are required to permit ſuch Ship or Veſſel to be regiſtered *de Novo*, and the proper Officers ſhall deliver a Certificate thereof to the Owners as directed by the Act 7 and 8 *Will.* III. and therein mention the Name by which the Ship was formerly regiſtered, and that ſuch Certificate of a new Regiſter is granted in purſuance of this Act, inſtead of a former Certificate, which appears by ſuch Proof, as this Act requires, to be loſt; and that ſuch new Regiſter and Certificate ſhall have the ſame Effect with the Original, and a Duplicate ſhall be tranſmitted to the Commiſſioners.

p. 715.

p. 716.

After the 29th of *September*, 1742, all Plantation Bonds taken in *Great-Britain*, purſuant to any former Act of Parliament, whereby the Goods therein enumerated are to be brought to *Great-Britain*, ſhall be with Condition, that within eighteen Months from the Date thereof (the Danger of the Seas excepted) a Certificate ſhall be produced from the Collector and Comptroller of the Port where ſuch Goods ſhall be delivered, that they have been there landed and diſcharged; otherwiſe ſuch Bonds ſhall be forfeited, and the Penalty ſued for in the Court of *Exchequer* in *England*, *Scotland*, or *Ireland*, reſpectively.

This Act ſhall not extend to Bonds given for Ships which lade Rice at *Carolina* or *Georgia*, by Licence from the Commiſſioners of the Cuſtoms, to be carried to ſome Part of *Europe*, to the Southward of Cape *Finiſterre*, purſuant to an Act paſſed 3 *Geo.* II. or for Ships lading Sugars, in any of his Majeſty's Sugar Colonies in *America*, by Licence from the Commiſſioners, to be carried directly to any foreign Part of *Europe*, except *Ireland*, purſuant to an Act paſſed 12 *Geo.* II. p. 717.

17 *Geo.* II.

By two Clauſes in the Act 2 *Car.* II. it is (among other Things) enacted, that no Goods or Commodities whatſoever, of the Growth, Production, or Manufacture of *Africa*, *Aſia*, or *America*, ſhall be imported into *England*, *Ireland*, or *Wales*, Iſlands of *Guernſey* or *Jerſey*, or Town of *Berwick upon Tweed*, from any other Places or Countries, but only from thoſe of the ſaid Growth, Production, or Manufacture, or from thoſe Ports where the ſaid Goods and Commodities can only, or uſually have been, firſt ſhipped for Tranſportation, under the Penalty of the Forfeiture of all ſuch Goods as ſhall be imported from any other Place or Country, contrary to the true Intent and Meaning thereof; as alſo of the Ship in which they were imported, with all her Guns, Furniture, Ammunition, Tackle and Apparel *; and there is a Proviſo in the ſaid Act, that it ſhall be lawful for any of the People of *England*, *Ireland*, *Wales*, Iſlands of *Guernſey* or *Jerſey*, or Town of *Berwick upon Tweed*, in Veſſels or Ships to them belonging, and whereof the Maſter and three fourths of the Mariners, at leaſt, are *Engliſh*, to load, and bring in from any of the Ports of *Spain*, or *Portugal*, or *Weſtern Iſlands*, commonly called *Azores*, or *Madeira*, or *Canary Iſlands*, all Sorts of Commodities of the Growth, Production, or Manufacture of the Plantations or Dominions of either of them reſpectively; and Diſputes have aroſe on the Conſtruction of the ſaid Proviſo, whether Goods of the Growth, Production, or Manufacture of the Plantations of *Spain* or *Portugal*, may be imported for Account of Aliens, from the Places, and in the Manner expreſſed in the ſaid Proviſo, and whether ſuch

p. 720.

* Vide Act of Navigation, Page 50, Sect. 24.

ſuch Goods belonging to Aliens, ſo imported, are not liable to be forfeited, together with the Ship, which tends to the Prejudice of the *Britiſh* Navigation, as likewiſe detrimental to the publick Revenue; it is therefore enacted, that it ſhall be lawful for any Perſons to import the Goods mentioned in the ſaid Proviſo, and in ſuch Ships ſo navigated, as is therein expreſſed, although ſuch Goods are the Property of Aliens.

13 *Geo.* I. c. 25. During ſix Months, *&c.* it ſhall be lawful to import Cochineal in any Ships belonging to *Great-Britain*, or to any State in Amity, from any Place whatſoever †.

7 *Geo.* II. c. 18. Sect. 2. It ſhall be lawful to import in any Ship belonging to *Great-Britain*, or any State in Amity, from any Place, *Indigo* of all Sorts.

Ditto, S. 3. The ſaid Act 13 *Geo.* I. Cap. 25. and this Act ſhall continue ſeven Years from the 24th of *June*, 1734, *&c.*

Continued till June 1, 1747, *and from thence to the End of the then next Seſſion of Parliament, by* 14 Geo. II. *p.* 660. *and further continued until the* 1*ſt of* June, 1754, *and to the End of the then next Seſſion of Parliament, by* 20 Geo. II. *p.* 972.

And as ſeveral Acts have been made to encourage the Growth of this, and ſeveral other Commodities in his Majeſty's *American* Colonies, I think they may properly be introduced in this Place, as Affairs in which Navigation have a conſiderable Concern, therefore before I conclude the Subject of Shipping, I ſhall let my Readers ſee what Premiums have been given by Parliament on the Importation of them here.

21 *Geo.* II. p. 887. It is hereby enacted, that from and after the 25th of *March*, 1749, all Perſons who ſhall import into this Kingdom, directly from any of the *Britiſh* Colonies in *America*, in Veſſels that may legally trade there, and manned as by Law is required, any good and merchantable Indigo, free from any falſe Mixtures, and fit for Dyers Uſe, being the Product of the Colony from whence the ſame is imported, ſhall be intitled to 6*d.* for every Pound thereof, to be paid out of the Cuſtoms upon Demand, by the Collector of the Port where the ſame ſhall be imported, and for want of ſufficient Money in his Hands; he ſhall certify the ſame to the Commiſſioners of the Cuſtoms, who ſhall cauſe the Bounty of the Indigo imported into *England*, to be paid by the Receiver-General of the Cuſtoms in *England*, and of that imported into *Scotland* by the Receiver-General there. p. 888.

Every Perſon loading Indigo on board any Veſſel in any of the *Britiſh* Colonies in *America*, ſhall, before the clearing out of ſuch Ship for any Port of *Great-Britain*, produce to the Governor, Lieutenant-Governor, Collector, and Comptroller of the Cuſtoms and Naval Officer, or any two of them, a Certificate, ſigned and ſworn to before ſome Juſtice there, by the Planter, his known Agent or Factor, that a Quantity of Indigo (expreſſing the Weight) had been ſent from his Indigo Work, or Plantation, where the ſame was made, in order to be ſhipped off, or ſold by him to the Perſon therein named, and was of the Growth and Produce of the ſaid Plantation, ſituate in the Diſtrict or Pariſh of within the Iſland or Colony of which Certificate ſhall be atteſted by the ſaid Juſtice, to have been ſigned and ſworn to in his Preſence, and he is required to do the ſame *gratis*.

The Merchant, at the Time of producing ſuch Certificate, ſhall alſo ſign a Certificate before the Governor, Lieutenant-Governor, Collector, *&c.* or any two of them, that the Indigo ſhipped by him is the ſame mentioned in the Certificate; and they ſhall thereupon deliver to him a Certificate under their Hands and Seal of Office, of his having received ſuch Certificate; and that at the ſame Time a Certificate from the Planter or Agent, *&c.* had been produced and left with them, purſuant to the Directions of this Act; p. 889, and no Perſon importing Indigo ſhall be intitled to the *Præmium*, unleſs he ſhall produce ſuch Certificate to the chief Officer of the Cuſtoms at the Port in *Great-Britain* where the ſame ſhall be imported.

On the Importation of any Indigo into *Great-Britain*, a Certificate ſhall be given by the Maſter or commanding Officer, that the ſame was ſhipped on board the ſaid Ship, within ſuch *Britiſh* Colony in *America*, as is mentioned in the Certificate; and alſo a Certificate, ſigned by two Officers of the Cuſtoms of the Port where the ſame is entered and landed, ſpecifying the Weight, and that the ſaid Indigo is good and merchantable, free from falſe Mixtures, and of ſuch Quality as to be intitled to the ſaid *Præmium*, which Certificate the ſaid Officers are to grant within ten Days after the landing thereof, unleſs they can aſſign ſufficient Cauſe for their Refuſal; upon producing which ſeveral Certificates to the proper

† Vide Page 54, at 6 *Ann.* Cap. 33.

per Officer as aforeſaid, he ſhall pay the *Præmium* to the Importer.

If any Perſon ſhall make Entry of foreign made Indigo under the Name of *Britiſh* Plantation-made, or ſhall mix any foreign Indigo, or other falſe Mixture, with that made in the *Britiſh* Plantations, in order to claim the *Præmium*, he ſhall forfeit all ſuch Indigo; and in caſe of ſuch Mixture, the Quantity ſo mixed, both foreign and *Britiſh* Plantation-made, and double the Value thereof, ſhall be forfeited, by the Perſon making ſuch Mixture.

No Certificate ſhall be granted for the ſaid *Præmium* on indigo that is not good and merchantable, and free from any falſe Mixture.

p. 890. The Officers of the Cuſtoms, before their making out any ſuch Certificate, ſhall examine the Indigo by opening each Package, and ſeeing the whole Contents, to diſcover whether the Indigo is good and merchantable, and free from any falſe Mixture.

No Certificate ſhall be granted by the Officers of the Cuſtoms for any Indigo which is not worth 3*s.* when the *French*, or other Indigo of equal Goodneſs with the beſt *French*, is worth 4*s. per* Pound; and ſo in proportion, if the beſt *French* or other Indigo of equal Goodneſs, ſhall be at a higher or lower Price.

If any Diſpute ſhall ariſe concerning the Quality of ſuch Indigo as is imported into the Port of *London*, the Commiſſioners of the Cuſtoms may call two or more Dyers, Dry-Salters, Brokers, or others well ſkilled in that Commodity, who ſhall declare their Opinion upon Oath, as to the Quality thereof, if required, and determine whether the ſaid Indigo is intitled to the *Præmium* or not; and in caſe of any Diſpute in any of the Out-Ports in *England*, Samples of the Indigo ſhall be ſent up to the Commiſſioners of the Cuſtoms at *London*; and in the Out-Ports in *Scotland*, to the Commiſſioners of the Cuſtoms at *Edinburgh*, in ſuch manner as the reſpective Commiſſioners ſhall direct, in order to be inſpected and adjudged there.

No Fee ſhall be demanded or taken by any Officer of the Cuſtoms, for the examining or delivering ſuch Indigo, or for ſigning Certificates for the *Præmium*, under Penalty of forfeiting his Office and 100*l.* *&c.*

p. 891. No Certificates or Debentures, made in purſuance of this Act, ſhall be chargeable with any Stamp Duties.

If any *Britiſh* Plantation-made Indigo from *America*, ſhall, after the 25th of *March*, 1749, be exported from *Great-Britain*, the Exporter, before the Entry thereof, ſhall pay to the Collector or chief Officer of the Cuſtoms of the Port, the whole of the *Præmium*, over and above any Duty ſuch Indigo is ſubject to at Exportation, by any former Act.

If any Perſon ſhall be found fraudulently to export ſuch Indigo, without paying the *Præmium* as aforeſaid, he ſhall forfeit the Indigo, and double the Value thereof.

If any Diſpute ſhall ariſe, whether the ſaid Indigo, or any Part thereof ſo to be exported, is of the Growth and Manufacture of the *Britiſh* Plantations in *America*, or of foreign Product, the *Onus Probandi* ſhall lie on the Claimer, and not on the Proſecutor.

If any Governor, Collector, or any other Perſons, ſhall, during the Continuance of this Act, falſely make a Certificate of the Produce and Manufacture of any Indigo, not being of the *Britiſh* Plantations in *America*, or ſhall counterfeit any ſuch Certificate, in order to obtain the *Præmium* aforeſaid, he ſhall forfeit 200*l.* and if the Offender be a Collector, or any other Officer of the Cuſtoms, he ſhall alſo loſe p. 892. his Office, and be incapable of ſerving his Majeſty, *&c.*

This Act ſhall be in Force for ſeven Years, to commence from the 25th of *March* 1749, and from thence to the end of the then next Seſſion of Parliament.

23 *Geo.* II. p. 395. As it will greatly tend to the Increaſe and Improvement of the Silk Manufactures of this Kingdom, to encourage the Growth and Culture of Silk in his Majeſty's Dominions in *America*, it is enacted, that from and after the 24th of *June*, 1750, Raw Silks of the Growth and Culture of any of his Majeſty's Colonies or Plantations in *America* may be directly imported from thence p. 396. into the Port of *London* Duty free, due Entry thereof being firſt made at the Cuſtomhouſe at the Time of Importation, in the ſame manner and form (expreſſing the Package, Marks, and Numbers, together with the Quantities and Qualities of the reſpective Goods) as was uſed before the making of this Act, and ſo as the ſame be landed in the Preſence of, and examined by, the proper Officer of the Cuſtoms, and be imported in Veſſels that may lawfully trade to his Majeſty's Plantations, manned as the Law requires; and on Failure of the Conditions herein laſt mentioned, the ſaid Silks are to be liable to Payment of the reſpective Duties, as if this Act had not been made.

The Merchant or other Perſon, who ſhall after the 24th of *June* 1750, load any raw Silk on board any Veſſel in any of the *Britiſh* Colonies in *America*, is,

is, before the clearing out of ſuch Veſſel from thence, to make Oath before the Collector and Comptroller of the Cuſtoms, and naval Officer of the Port, or any two of them, that the ſaid Silk (expreſſing the Quantity thereof) is *bona fide* of the Growth and Culture of the *Britiſh* Plantations in *America*, expreſſing the Pariſh or Place where the ſame was cultivated, and by whom, producing ſuch Perſon's Oath thereto, made before the Governor of the Place, or the next Juſtice of the p. 397. Peace (which ſeveral Oaths are to be adminiſtered *gratis)* and the Maſter or Perſon taking Charge of ſuch Veſſel, is to bring with him a Certificate, ſigned and ſealed by the Collector and Comptroller of the Cuſtoms, and naval Officer, or any two of them (which they are to give *gratis*) expreſſing the Marks, Numbers, Tale, and Weight of the raw Silk in each Bale or Package, with the Names and Places of Abode of the Exporter thereof, and of the Perſon who ſhall have ſworn the ſame to be of the Growth and Culture of the ſaid *Britiſh* Colonies, and of the Perſon to whom the ſame ſhall be conſigned in the Port of *London*; which Certificate the Maſter, on his Arrival at the Port of *London*, is to deliver to the Collector or Comptroller, or other chief Officers of the Cuſtoms, at or before the Entry of the ſaid Silk, and to make Oath before one of the ſaid Officers (which Oath is to be adminiſtered *gratis)* that the ſaid Bales and Parcels, and Goods contained in ſuch Certificate, are the ſame which were taken on board in the ſaid *Britiſh* Plantations in *America*; and on Default made in any of the Premiſſes, the ſaid Silks are liable to the Payment of the reſpective Duties, as if this Act had not been made.

p. 398. If any Perſon ſhall, after the 24th of *June* 1750, enter any foreign raw Silk under the Name or Deſcription of raw Silk of the Growth or Culture of any of the *Britiſh* Colonies in *America*, or ſhall mix any foreign raw Silk with raw Silk of the Growth of the ſaid *Britiſh* Colonies, in order to avoid Payment of the Duties for the ſame, he is to forfeit 50*l.* for every ſuch Offence, and all ſuch foreign raw Silk; and in caſe of any Mixture, the Quantity mixed, both of foreign and *Britiſh* Plantation Growth, or the Value thereof, together with the Packages containing the ſame, are to be forfeited, *&c.*

If any Doubt or Diſpute ariſe, whether the ſaid raw Silk is foreign, or of the Growth or Culture of the *Britiſh American* Plantations, the *Onus Probandi* lies on the Claimer.

As the Importation of Bar-Iron from his Majeſty's Colonies in *America*, into the Port of *London*, and the Importation of Pig-Iron from the ſaid Colonies into any Port of *Great-Britain*, *&c.* will be a great Advantage, not only to the ſaid Colonies, but alſo to this Kingdom, *&c.* it is enacted, that from and after the 24th of *June*, 1750, the Duties, now payable on Pig-Iron, made in, and imported from his Majeſty's Colonies in *America*, into any Port of *Great-Britain*, ſhall ceaſe; and that no Duty ſhall be payable upon Bar-Iron, made in, and imported from the ſaid Colonies, into the Port of *London*. 23 *Geo.* II. p. 519. p. 520.

No ſuch Bar-Iron ſo imported into the Port of *London* ſhall afterwards be exported or be carried Coaſtwiſe to be landed at any other Place in *Great-Britain* except for the Uſe of his Majeſty's Dock-Yards, upon Pain that the ſame, and the Veſſel, be liable to ſuch Forfeiture and Seizure, as prohibited or uncuſtomed Goods clandeſtinely exported or imported, are now liable to by Law; and alſo upon Pain that the Exporter, and Maſter, and Mariners of the Veſſel, ſhall be ſubject to the like Penalties and Puniſhments as the Maſters or Mariners of Veſſels laden with prohibited and uncuſtomed Goods, or Goods clandeſtinely exported or imported, are now liable to by Law; and alſo upon Pain that the Exporter, and Maſter, and Mariners of the Veſſel, ſhall be ſubject to the like Penalties and Puniſhments as the Maſters or Mariners of Veſſels laden with prohibited and uncuſtomed Goods, or Goods clandeſtinely exported or imported, are liable to by Law; and no Officer of the Cuſtoms ſhall grant any Cocket, *&c.* for exporting or carrying Coaſtwiſe any ſuch Bar-Iron ſo exported, except for the Uſe of his Majeſty's Dock-Yards, upon Pain of forfeiting 200*l.* *&c.* and if any ſuch Cocket, *&c.* ſhall be granted, the ſame ſhall be void. p. 521.

No Bar-Iron whatſoever ſhall be permitted to be carried Coaſtwiſe unleſs mention be made in the Certificate, of the Day on which the Duties, payable on the Importation thereof, were paid, and of the Name of the Perſon by whom paid.

No Bar-Iron imported into the Port of *London* by Virtue of this Act, ſhall be carried or conveyed by Land Carriage to any Place beyond ten Miles from any Part of the Port of *London*, except to his Majeſty's Dock-Yards, for the Uſe of the ſame, upon Pain of the Offender paying 20*s.* for every hundred Weight thereof.

Every

Every Perſon loading Pig or Bar-Iron on board any Veſſel in any of his Majeſty's Colonies in *America*, ſhall, before clearing out for any Port of *Great-Britain*, make Oath before the Governor, or Lieutenant-Governor, Collector and Comptroller of the Cuſtoms, and naval Officer, or any two of them (which Oath they are to adminiſter without Fee) that the Pig or Bar-Iron ſo ſhipped (the true Weight whereof ſhall be expreſſed in the Oath) was made at within the Colony of in which Oath alſo the Name of the Perſon to whom the Iron ſhall be ſold or conſigned ſhall be expreſſed, and thereupon the ſaid Governor, Lieutenant-Governor, Collector and Comptroller of the Cuſtoms, and naval Officer, or any two of them, ſhall give to the Perſon making ſuch Oath, a Certificate under their Hands and Seal of Office, of the ſame having been made before them.

No ſuch Pig or Bar-Iron ſhall be imported Duty free, as aforeſaid, unleſs the ſame ſhall be ſtamped with ſome Marks denoting the Colony or Place where the ſame was made, and unleſs the Importer ſhall produce ſuch Certificate to the chief Officer of the Cuſtoms at the Port where the ſame ſhall be imported, and unleſs Oath be made by the Maſter of the Veſſel, before ſuch Officer (which he is to adminiſter without Fee) that the ſaid Iron is the ſame mentioned in the Certificate.

All Pig or Bar-Iron, which ſhall not be ſtamped and certified as aforeſaid, ſhall be ſubject to the Payment of the ſame Duties to which it was liable before the making of this Act.

If any Governor, Lieutenant-Governor, Collector, or Comptroller of the Cuſtoms, naval Officer, or chief Officer of the Cuſtoms as aforeſaid, ſhall falſely make any ſuch Certificate, he ſhall forfeit 200*l.* for every ſuch Offence, and his Office, *&c.* and if any Merchant, *&c.* ſhall falſely make any Oath required by this Act, he ſhall incur the Penalties of wilful and corrupt Perjury; and if any Perſon ſhall knowingly counterfeit any ſuch Stamp or Certificate, or publiſh the ſame knowing it to be counterfeited, he ſhall incur the Penalties of Forgery. p. 523.

After the 24th of *June*, 1750, no Mill, or other Engine for ſlitting or rolling of Iron, or any Plating-Forge to work with a Tilt Hammer, or any Furnace for making Steel, ſhall be erected or continued in any of his Majeſty's Colonies in *America*, upon Pain, that every Perſon offending herein, ſhall for every ſuch Mill, Engine, Forge or Furnace, forfeit 200*l.*

Every ſuch Mill, Engine, Forge or Furnace, erected or continued contrary to the Directions of this Act, ſhall be deemed a common Nuiſance; and every Governor, *&c.* of any of his Majeſty's Colonies in *America*, where any ſuch Mill, *&c.* ſhall be erected or continued, ſhall, upon Information thereof made to him by two Witneſſes upon Oath (which Oath he is to adminiſter) cauſe ſuch Mill, *&c.* to be abated, within thirty Days after ſuch Information, upon Pain of forfeiting 500*l.* for every ſuch Offence, *&c.* p. 524.

All Bar-Iron, which ſhall be imported from any of the *Britiſh* Colonies in *America* into the Port of *London*, ſhall be entered at the Cuſtomhouſe at *London*; and every Bar ſhall be marked or ſtamped in three different Parts, with ſuch Mark as the Commiſſioners of the Cuſtoms ſhall direct, two of the ſaid Marks at the Diſtance of one Yard from each End of the Bar, and the other near the Middle thereof.

If any Perſon ſhall counterfeit, deſtroy, or deface any of the ſaid Stamps, with an Intent to convey the ſame to any Place ten Miles from the Port of *London*, contrary to this Act, and be legally convicted thereof, he ſhall forfeit 100*l.* *&c.* p. 525.

Every Governor, *&c.* of any of his Majeſty's Colonies in *America*, ſhall tranſmit, within ſix Months after the ſaid 24th of *June*, to the Commiſſioners of Trade and Plantations, a Certificate under his Hand and Seal of Office, containing a particular Account of every Mill or Engine for ſlitting or rolling Iron, and every Plating-Forge to work with a Tilt Hammer, and every Furnace for making Steel, erected in his Colony, at the Time of the Commencement of this Act, expreſſing therein alſo ſuch of them as are uſed, and the Names of the Proprietors, and Place where erected, and Number in the ſaid Colony; upon Pain of being ſubject to the like Penalties and Forfeitures, as for any other Offence committed by them againſt this Act, *&c.* p. 526.

I have treated pretty largely on the Article of Shipping, though I hope without incurring the Cenſure of a prolix Superfluity, or dwelling longer on the Subject than I ought; for the Particulars I have introduced under this Head, I think, properly belong to it, and no one Section of it undeſerving a Merchant's Regard; I ſhall therefore now proceed to deſcribe the Obligations the Commanders and Sailors are under both by Laws of Conſcience, and of their Country.

A Maſter of a Ship is appointed by the Owners under a Suppoſition of his having a ſufficient Capacity and Integrity to diſcharge the Truſt repoſed in him, by a faithful, prudent, and diſcreet Management of

the Ship, and Affairs committed to his Care—he hath no Property, either general or ſpecial, in his being conſtituted, though the Law looks upon him as an Officer, who muſt render and give an Account for whatſoever is put into his Cuſtody and under his Direction; and therefore whatever Misfortunes happen, or Loſſes occur, be they thro' Negligence, Wilfulneſs, or Ignorance, either in himſelf or Mariners, he muſt be reſponſible.

Hob. Rep. fol. 11. *Bridgman*'s Caſe.

A Maſter of a Ship, ſo appointed by B, Owner, treats with the Plaintiff to take the Ship to freight, for 80 Tons, to ſail from *London* to *Falmouth*, and ſo from thence to *Barcelona*, without altering the Voyage; and there to unlade at a certain Rate *per* Ton: And to perform this, the Maſter and Merchant entered into a Charter-party, the former obliging the Ship and her Appurtenances (valued at 300*l.*) tho' the Owners of the Ship were no Parties thereunto; the Maſter deviates and commits Barretry, and the Merchant thereby becomes a Sufferer in the Loſs of his Voyage and Goods, for the Merchandize (being Fiſh) arrived not till Lent was paſt, and they rotten. The Factor, to whom the Cargo went conſigned, in order to procure Satisfaction for his Employer, ſueth the Maſter in the Court of Admiralty at *Barcelona*, and upon an Appeal to a higher Court in *Spain*, obtains Sentence againſt the Maſter and the Ship; which coming to the Merchant's Hands, the Owner brings an Action of Trover for the Ship; the Maſter ſues in Chancery to ſtop the Suit, and another brought by the Owner for Freight, claiming Deductions out of both, for his Damages ſuſtained by the Maſter's Breach of Articles; for if the Owner gives Authority to the Maſter to contract, he ſhall bear the Loſs, but in caſe of Bottomry after the Voyage begun, the Maſter cannot oblige the Owner beyond the Value of the Ship; but this Caſe is on Contract.

In Chancery.

Jure Mar. p. 230.

Lord Chancellor. The Charter-party values the Ship at a certain Rate, and you ſhall not oblige the Owners farther, and that only with relation to the Freight, not to the Value of the Ship; the Maſter is liable to the Deviation and Barretry, but not the Owners; elſe Maſters would be Owners of all Men's Ships and Eſtates.

Mich 29. *Car.* II.

But where the Maſter of the Ship took Beef, Sails, *&c.* on Credit, and failed, the Owners were obliged to pay; and not allowed to defend themſelves, by inſiſting that the Maſter was liable only, and that they had given him Money to pay the Plaintiff. He is but their Servant, and therefore for his Purchaſes they are anſwerable, and continue ſo till he has paid the Creditor, though they gave him Money for that Purpoſe.

2 Vern. 643.

As ſoon as Merchandizes, or other Commodities, are put aboard a Ship, whether ſhe be riding in Port, Haven, or any other Part of the Seas, he that is *Exercitor Navis* (Maſter of her) is chargeable therewith, and if the ſame be there loſt or purloined, or ſuſtain any Damage, whether in the Haven or Port, before, or upon the Seas, after ſhe is on her Voyage, either by the Mariners or by any other through their Permiſſion, he that is the Commander muſt anſwer the Damage, for the very Lading the Goods aboard the Ship ſubjects him thereto. And with this agrees the *Common Law*, where it was adjudged, that Goods being ſent aboard a Ship, and the Maſter having ſigned his Bills of Lading for the ſame, the Goods were ſtowed, and under Pretence of being Preſs-Maſters, diverſe Perſons, in the Night, entered the Ship, and robbed her of thoſe Goods; the Merchant brought an Action at the *Common Law* againſt the Maſter; and the Queſtion was whether he ſhould anſwer for the ſame; for it was alledged on his Part, that there was no Default or Negligence in him, as he had a ſufficient Guard, the Goods were all locked up under Hatches, and the Thieves came as *Preſs-Maſters*, and by Force robbed the Ship; and that the ſame was *Vis Major* * which he could not prevent: And laſtly, that though he was Maſter, or *Exercitor Navis*, yet he had no Share in the Ship, and was but in the Nature of a Servant, acting for a Salary. But notwithſtanding, it was adjudged for the Plaintiff; for the Maſter at his Peril muſt ſee that all Things be forthcoming which are delivered to him, let what Accident ſoever happen (the Act of God, or an Enemy, Perils and Dangers of the Seas only excepted) but for Fire, Thieves, and the like, he muſt anſwer; and is in the Nature of a † common Carrier; and that

F. Naut. caup. Stab. leg. 1, Sect. 2, 3. 6, 7.

1 Mod. 85. *Raym.* 220. 1 *Ven.* 190. 238. 2 *Keb.* 866. 3 *Keb.* 72. 112. 132. 135.

* The which the Civil Law does ſometimes allow. † *Rey.* 105. F. n. B. 104. b. 1 Inſt. 89. 4 Co. 84. a. mo. 876. *Hob.* 17, 18. *Poph.* 178, 179. *Cro. Jac.* 188, 189. 330, 331. *Salk.* 388. 1 *Sid.* 36.

though

though he receives a Salary, yet he is a known and public Officer, and one that the Law looks upon to anſwer; and the Plaintiff hath his Election, to charge either Maſter or Owners, or both, at his Pleaſure, though he can have but one Satisfaction.

If a Maſter ſhall receive Goods at the Wharf, or Kay, or ſhall ſend his Boat for the ſame, and they happen to be loſt, he ſhall likewiſe anſwer, both by the *Marine* and *Common Law*.

Mayor and Com. de London, *againſt* Hunt.

Error of Judgment in *B. R.* in Aſſumpſit brought by the Mayor and Commonalty againſt *Hunt*, where they declared of a Cuſtom that they and their Predeceſſors, Mayors, &c. had of every Maſter of a Ship 8*s. per* Tun, for every Ton of Cheeſe brought from any Place in *England* to the Port of *London*, *ab Oriente de London Bridge* (to the Eaſtward of *London-Bridge*) in the Name of Weighage; and that the Defendant being Maſter of a Ship, had brought to the Port of *London*, ſo many Tuns, which at that Rate came to ſo much, which he hath not paid; upon *non Aſſumpſit*, Verdict and Judgment for the Plaintiff. Upon which *Hunt* the Defendant brought a Writ of Error, and two Errors were aſſigned: 1. That the Action did not lie againſt the Maſter, but that the Duty was due from the Merchants, Owners of the Goods; but the Judgment was affirmed, for that the Maſter is entruſted with the Goods, and hath a Recompence from the Merchants for bringing the Goods, and is reſponſible for them, and therefore ſhall be charged for the Duty; as it would be infinite to ſearch for the Owners of the ſeveral Goods which are all in the Cuſtody of the Maſter who brought them into Port, and therefore he ſhall be charged.

3. Lev. 37.

If Goods are ſhipped, and an Embargo or Reſtraint is afterwards iſſued by the Prince or State where the Maſter then is, and then he breaks Ground or endeavours to ſail away, and in conſequence thereof any Damage enſues, he ſhall be reſponſible for the ſame; the Reaſon is, becauſe his Freight is due, and muſt be paid; nay, although the very Goods be ſeized as *bona contrabanda*.

Digeſt. lib. 9. *tit.* 2. *Leg.* 61.

A Ship was let out on Freight to *J. S.* in *England*, at 3*l.* 10*s. per* Ton, to go to *Bourdeaux*, then an Embargo is laid; ſhe afterwards proceeds to *Bourdeaux*, and the Maſter, without diſcovering his firſt Contract, agrees with the Correſpondents there of *J. S.* to allow him 6*l.* 10*s. per* Ton; upon this laſt Agreement he recovered at Law, and Equity would not relieve, becauſe the Performance of the firſt Agreement was hindered by the Embargo.

2 *Vern.* 242.

A Maſter ought not to fail in tempeſtuous Weather, nor put forth to Sea, without having firſt conſulted with his Company *; nor muſt he ſtay in Port or Harbour without juſt Cauſe, when a fair Wind invites his Departure.

If a Veſſel proves leaky or diſabled, the Maſter ought not for this Cauſe to put any of his Merchants Goods aboard any Enemy's Ship, without Letters of ſafe Conduct, as by ſo doing they may be made Prize, and he be obliged to anſwer the Damage conſequent to the Action.

Nor ſhall he put into any Creeks or other Places diſallowed, except driven in by Tempeſt, but into ſuch Ports as are by Law appointed. 15 *Hen.* VI. c. 8.

Nor ought he to ſhip any Merchandizes, but only at the publick Ports and Kays. 1 *El.* c. 11. S. 2.

He muſt not lade any prohibited or unlawful Goods, whereby the whole Cargo may be in Danger of Confiſcation, or at leaſt ſubject to Seizure or Surreption. 13 and 14 *Car.* II. c. 11. S. 14.

He may not ſet ſail without able and ſufficient Mariners, both for Quality and Number. 1 *Jac.* c. 25. 12 *Car.* II. c. 18.

The Ship was libelled againſt in the Admiralty, for that the Maſter being taken by a *French* Privateer, had ranſomed the Ship for 300*l.* and had ſued for the Payment of it, and was carried Priſoner to *Dunkirk*, and the Money was not paid, &c. and Sentence was given in the Admiralty againſt the Ship; and upon Motion for a Prohibition, it was denied by *Holt*, Chief Juſtice, then alone in Court; becauſe the Taking and Pledge being upon the high Sea, the Ship, by the Law of the Admiralty, ſhall anſwer for the Redemption of the Maſter by his own Contract.

Ld. *Raymond* Page 22. *Wilſon* verſ. *Bird.*

Ex relatione m'ri Place, as appertaining to it.

Motion was made for a Prohibition to the Court of Admiralty, where a Suit was proſecuted againſt a Ship, which the Maſter had hypothecated for Neceſſaries, being upon the Sea in Streſs of Weather; and the Suggeſtion was, that

Ld. *Raymond* Page 152. *Benzon* verſ. *Jeffries.*

* *Lex Oleron.* Judg. 2.

the Agreement was made, and the Money lent upon the Land, *viz.* in the Port of *London*, it being a *Venetian* Veſſel, which came here by the way of Trade, and not Streſs of Weather; but *per Holt*, Chief Juſtice, the Maſter of the Ship has Power to hypothecate it, but he cannot ſell it; and by the Pawning, the Ship becomes liable to Condemnation: This was reſolved in ſolemn Debate, in the Caſe of *Coſtard*, v. *Lewſtie*, 2 *Will.* and *Mar.* B. R. Then there is no Remedy here for the Hypothecation, but by way of Contract: Therefore, ſince the King's Bench cannot do Right to the Parties, it will not hinder the Admiralty from doing them Right; for if the King's Bench allows the Hypothecation, and yet denies the Remedy, it will be a manifeſt Contradiction.—— An Action was brought upon the Stat. 2 *Hen.* IV. Cap. 11. for ſuing in the Admiralty upon an Hypothecation, and it was held to be out of the Statute, in the Time of the Lord *Hale.* And as to the Objection, that the Contract was made upon the Land, and the Money paid there, it muſt of Neceſſity be ſo; for if a Man be in Diſtreſs upon the Sea, and compelled to go into Port, he muſt receive the Money there, or not at all. And if his Ship be impaired by Tempeſt, ſo that he is forced to borrow Money to refit, otherwiſe ſhe will be loſt; and for Security of this Money, he pledges his Ship, ſince the Cauſe of the Pledging ariſes upon the Sea, the Suit may well be in the Admiralty Court: But becauſe there was a Precedent, where a Prohibition in ſuch Caſe had been granted, the Court granted the Prohibition, and ordered the Plaintiff to declare upon it, for the Law ſeemed clear to them, as before is ſaid.

Coſtard verſ. *Lewſtie.*

S. C. 1. *Salk.* 33. *Carth.* 518. Ld. *Raymond*, p. 576, 577, 578.

Clay verſ. *Snelgrave.*

The Defendant, as Executrix to the Maſter of a Ship, libelled in the Admiralty Court for the Wages owing to the Teſtator, by the Owner; upon which the Plaintiff, to have a Prohibition, ſuggeſted the Stat. of 15 *Ric.* II. Cap. 3. that the Admiralty Court ſhall not have Cognizance of Contracts made upon the Land, and ſhews this Contract to have been made upon the Land, *&c.* and this Caſe was moved in ſeveral Terms, but oppoſed; and the Council for the Prohibition argued, that Prohibitions are grantable *de jure*, and are not diſcretionary in the Court, *Raym.* 3, 4. That the Caſe in *Winch. Rep.* 8. was the firſt Caſe where a Prohibition was denied, in caſe of a Suit by Mariners for their Wages in the Admiralty Court, and the Denial was grounded upon Compaſſionate Reaſons, becauſe they were poor Men, and becauſe there they might join in Action, but here they muſt ſever; but the ſaid Caſe is contrary to the Reaſon and Grounds of the Law; for where the Contract is made upon the Land, tho' the Service was done upon the Sea, it is out of the Juriſdiction of the Admiralty; and ſo *vice verſa*, if the Service was done upon the Land, and the Contract upon the Sea, 12 *Co.* 79, 80. *Staunf.* 51. *b. Hob.* 212. A Conſultation is always denied in caſe of a Suit by Mariners, if there is a Charter-party; and the Sealing of a Writing cannot make any Difference in Reaſon, *Raym.* 3. a Prohibition granted where the Maſter libelled alone; and *e contra*, it was ſaid for the Defendant, that the Caſe of Mariners was now ſettled, and ought not to be ſtirred; but that the great Reaſon why they are permitted to ſue there is, the Ship is the Debtor, and by the Law of the Admiralty they may attach her, which they cannot do by the Common Law; and in the Admiralty Court they may all join in Suit, whereas by the common Law they muſt bring ſeveral Actions: That the Caſe of the Maſter is not different, for the Ship is Security to him, and he is but a Mariner, and his Wages are Wages at Sea; but however, where the Maſter dies in the Voyage, as he did in this Caſe, there can be no Reaſon to exclude his Executors from ſuing in the Admiralty, becauſe he had no Opportunity of bringing his Wages to Account with the Owners. And in 2 *Vent.* 181. *Alliſon.* v. *Marſh*, the Purſer, tho' an Officer of the Ship, was allowed to ſue for his Wages in the Admiralty. And in 2 *Keb.* 779. *pl.* 6. *Rex.* v. *Pike*, a Prohibition was denied, where the Maſter and Mariners joined in a Suit in the Admiralty for their Wages, (but *Holt* ſaid, that a Prohibition ought to have been granted *quoad* in the ſaid Caſe) and he cited a Caſe *Hil.* 27 and 28. *Car.* II. C. B. between *Cooker* and *Older*, where *Atkins* and *Ellis*, Juſtices, were of Opinion, that a Prohibition ought to be granted to the Suit in the Admiralty Court, by the Maſter of a Ship for his Wages, tho' *North*, Chief Juſtice, and *Wyndham*, Juſtice, held the contrary Opinion. But *Holt*, Chief Juſtice, ſaid, that it is an Indulgence, that the Courts at *Weſtminſter* permit Mariners to ſue for their Wages in the Admiralty Court, becauſe they may all join in Suit; and it is grounded upon the Principle, *quod communis error facit Jus*; but they will not extend it to the Maſter of the Ship, eſpecially if he was Maſter at the Beginning of the Voyage here in *England*, and the Contract was made with him here. Poſſibly if the Maſter of a Ship died in the Voyage, and another Man took upon him the Charge of the Ship upon the Sea, ſuch Caſe might be different.

ferent. As in the Caſe of *Groſwick* v. *Louthſly*, where it was held in this Court lately, that if a Ship was hypothecated, and Money borrowed upon her at *Amſterdam*, upon the Voyage, he who lent the Money may ſue in the Admiralty for it; and this Court granted a Conſultation in the Caſe: But in another Caſe, where the Money was borrowed upon the Ship before the Voyage, the King's-Bench granted a Prohibition, and the Parties acquieſced under it. There are many Precedents in the Court of Admiralty, of Suits by the Mariners for their Wages, but none for the Maſter of the Ship: And the Caſes differ; for the Mariners contract upon the Credit of the Ship, and the Maſter upon the Credit of the Owners of the Ship, of whom generally he is one, *&c.* It was moved that the Court would compel the Plaintiff to put in Bail to the Action to be brought for the Wages at Common Law, or otherwiſe deny the Prohibition, which it was ſaid had been done often: *Holt*, Chief Juſtice, confeſſed that the Court had ſometimes interpoſed, and procured Bail to be given, but it was by Conſent, and in Caſe of the Proprietor himſelf; but in regard that in this Caſe the Plaintiff was a Purchaſer without Notice, there was no Reaſon, and a Prohibition was granted.

S. C. 1 *Salk.* 34. Ld. *Raymond*, p. 805, 806.

Ballam libelled in the Admiralty againſt a Ship of *Norway*, for that ſhe being in great Diſtreſs for want of an Anchor and Cable, the Maſter contracted with *Ballam*, who delivered them on board, *&c.* upon which a Motion was made in this Court for a Prohibition to be directed to the Judge of the Admiralty, to prohibit him from proceeding in the ſaid Suit, upon a Suggeſtion that the ſaid Contract was made upon the Land, *viz.* at *Ratcliff*, upon the River *Thames*, the ſaid Ship being then there; and a Rule was made that the Defendant ſhould ſhew Cauſe why a Prohibition ſhould not go; upon which it was ſhewed for Cauſe, 1. That of late Times the Admiralty had been always encouraged, and that they ought to have Cognizance of all Things incident to the Navigation, therefore they ſhall have Cognizance of a Suit for Mariners Wages. 2. That in this Caſe, the Defendant would be without Remedy, if a Prohibition ſhould be granted; becauſe the Maſter of the Ship with whom the Contract was made, was dead, and the Part Owners were Foreigners. 3. That the Contract being upon the Land, will not hinder the Admiralty to hold Plea, as was held in the Caſe of *Coſtard* v. *Lewſtie*, where a Libel was in the Admiralty againſt a Ship upon a Hypothecation made of her at Land, and that appeared upon the Inſtrument of Hypothecation, which mentioned it to have been made at *Rotterdam*; and yet a Prohibition was denied after great Conſideration. Now here, though the Anchor, *&c.* were ſold upon the Land, yet the Streſs of Weather which diſabled the Ship was upon the high Sea, and therefore the original Cauſe being within the Juriſdiction of the Admiralty, will draw the Reſidue to it as incident; *ſed non allocatur.* For *per curiam*, this is not like the Caſe of *Coſtard* v. *Lewſtie*, 1. Becauſe it does not appear in this Caſe, that this Ship was in her Voyage when ſhe became in Diſtreſs, for want of an Anchor, *&c.* and at the Time of the Contract. 2. There was no Hypothecation here, as there was in the Caſe cited; now where there is an Hypothecation, if the Admiralty ſhould be prohibited to proceed, *&c.* the Party would be without Remedy, for no Suit can be againſt the Ship at Common Law upon it. Now it is true, that by the Maritime Law, every Contract with the Maſter of a Ship implies an Hypothecation; but it is otherwiſe by the Law of *England*; therefore this being a Contract made with the Maſter upon the Land, it is the common Caſe; the Admiralty cannot have Cognizance of ſuch a Suit, and therefore a Prohibition was granted: But at the Importunity of the Defendant's Council, the Court gave order that the Plaintiff ſhould declare upon it, *&c.*

Mich. Term, 1 *Ann.* Reg. *Juſtin* verſ. *Ballam.*

2 Roll. Rep. 111. 9.

S. C. *Salk.* 35. Ld. *Raymond*, p. 931, 932 933, 934. *Tranter* verſ. *Watſon.*

Watson was Maſter of a Merchant Ship, which was taken at Sea by a *French* Privateer: *Watſon* agreed with the Captain of the Privateer for the Ranſom of the Ship and Goods at 1200*l.* and as a Pledge or Security for the Payment of the Money, *Watſon* was detained and carried into *France*; but the Ship and Goods were releaſed and brought into *Briſtol*, where the Ship was unladed and the Goods landed, (after Cuſtom paid) and delivered to one *Day*; but whether in Truſt for the Benefit of the Maſter, or for the Uſe of the Owners, was not agreed. *Watſon* commences his Suit in the Court of Admiralty againſt the Owners, to compel them to pay the 1200*l.* and redeem him; and thereupon a Warrant was iſſued out of the Court to arreſt the Ship and Goods, *in quadam cauſa ſalvagii*, in order to compel the Defendant to appear

Trin. Term. 2 *Ann.* Reginæ.

pear there, and the Ship and Goods were ſeized thereon: A Prohibition was prayed as to the Goods, ſuggeſting the Seizure on Land *infra corpus comitatus*, and ſo not within their Juriſdiction; it was inſiſted that the Maſter had no Power to make ſuch an Agreement, nor to ſubject the Goods to the Payment of his Ranſom, without the expreſs Authority and Conſent of his Owners. The Power of Hypothecation in a Voyage for Neceſſaries is incident to his Office, and allowed for the Neceſſity of the Thing, and the Benefit of the Owners; but this is not ſo, for this is a Redemption, and a new buying of the Ship; and if this be allowed lawful, it will give a Power to the Maſter to do an Injury to the Owners, by obliging them to the Performance of an Agreement of his making, upon any Terms never ſo unreaſonable, and to compel them to pay more than the Ship and Goods are worth, as the Agreement in this Caſe is: Beſides, the Power of the Maſter is only over the Ship, and he has no Power over the Goods and Lading, to make any Diſpoſition thereof. Admitting the Maſter has ſuch Power to ſubject the Goods to the Payment of his Ranſom, yet he ought not to bring the Suit in his own Name, but the Suit ought to be carried on in the Name of the Vendee, or Purchaſer of the Goods. Admitting the Suit proper, yet the Seizure is illegal; for the Court of Admiralty cannot award ſuch Proceſs, as their firſt Proceſs to compel the Party to appear, in the Nature of an Execution againſt the Goods; and they can no more begin with ſuch Proceſs than an inferior Court; and as a Prohibition ſhall be awarded to an inferior Court, in ſuch Caſes, ſo ought it in this, tho' the Party have not yet appeared, nor any Libel be as yet exhibited, and ſo was it done in the Caſe of Capt. *Sands* and Sir *Joſiah Child*, 5 *Will.* and *Mar.*

Salk. 31,

On the other Side it was inſiſted, that no Prohibition ought to go in this Caſe, for that the Maſter has Power in this Caſe, to ſubject the Goods to the Payment of his Redemption; and it is founded on the ſame Reaſon as his Power of Hypothecation, the Neceſſity of the Thing, and the Benefit of the Owners, by parting with ſome Part of the Goods to ſave the reſt, whereas otherwiſe the whole would have been loſt; ſo is *Molloy* 213, 214. *Hob.* 11, 12. but this being a Matter and a Cauſe properly within the Juriſdiction of the Court of Admiralty, ſhall be determined there: And in a Maritime Cauſe, whereof they have Cognizance, the Proceſs of the Court may be executed upon Land, *infra corpus comitatus*, *&c.* As to the Objection that the Suit *in curia admiralitatis*, ought not to be in the Maſter's Name; it was anſwered, that it is moſt proper in his Name, for the Captors to whom the Ranſom belongs, and who have the Maſter in their Cuſtody, cannot ſue in their own Name, becauſe they are Enemies; but if the Suit be not carried on between proper Parties, it is good Cauſe for an Appeal, and ſhall be determined by the Rules of the Marine Law, but it is no Ground for a Prohibition. But admitting the Merits of the Cauſe to be againſt the Maſter, yet the Owners came too ſoon for a Prohibition before they have appeared, and before any Libel exhibited, ſo that it cannot appear to this Court what the Nature of the Suit is.

The Court deſired to hear a Civilian before they made any Rule in this Caſe, and accordingly Dr. *Lane* attended for the Plaintiff, *in curia admiralitatis*: He argued, that Salvage, or *cauſa Salvagii*, as it is mentioned in the Warrant, is of Admiral Juriſdiction; that the Maſter repreſents both the Owners of the Ship and the Traders, and has a Truſt repoſed in him, which extends to the Goods as well as the Ship; the Maſter may detain the Goods of the Merchant for the Freight of the Ship, or Wages of Mariners. The Maſter in this Caſe, by the marine Law, hath an Hypothecation of the Goods to him, to keep till Payment be made of the Money agreed, and not only a bare Poſſeſſion; and therefore though he depart with the Poſſeſſion of the Goods before Payment, that does not diveſt his Intereſt. The Goods were in the Power and Poſſeſſion of the Enemy, who might have kept or deſtroyed them all, if they had not been redeemed by the Maſter, which is for the Benefit of the Owners. Redemption, is a Redemption by the Maſter, and gives Security for the Payment of the Money agreed, by ſubjecting his Perſon as a Pawn or Pledge, ſo that he has, as it were, paid for the Goods. This Power of Redemption is not founded on the *Rhodian* Laws, or the Laws of *Oleron*, but ariſes from the Cuſtom and Law of Nations, and the ſame Cuſtom or Laws gives the Maſter in this Caſe an Intereſt in the Ship and Goods.

It was agreed by the whole Court, that no Prohibition ſhould be granted in this Caſe.

Holt, Chief Juſtice, ſaid (after other Things) that it ſeemed very juſt and reaſonable in this Caſe, that the Owners of the Goods ought to pay the Redemption. If a Pirate ſhould take the Ship and Goods, and the Maſter redeem them, the Owners ſhall make him Satiſfaction; and then much more in this Caſe, when taken by an Enemy. When the Maſter makes a Compoſition for the Benefit of the Owners, it is highly reaſonable that he ſhould be indemnified. The whole Ship and Goods would have been Prize, if he had not made this Compoſition; therefore where there is an

an inſtant Danger of loſing Ship and Goods (as in this Caſe, when they were under the Capture and Power of the Enemy) and no Hopes of ſaving them then appears (though afterwards it may happen that the Ship may be reſcued on freſh Purſuit) cannot the Maſter make ſuch an Agreement as this, as well as he may throw Part of the Goods overboard, in caſe of a Tempeſt, to ſave the reſt? The Maſter has the Cuſtody and Care of the Ship and Goods: Suppoſing then that the Maſter has ſuch a Power of compounding, the Goods then remain to him as a Security, and he may detain them till Payment, as he may for Freight; but then it is to be conſidered, whether, when he has once delivered them to the Owner, or to his Uſe, he has not departed with his Security, and has no Way to come at them again, as it is in Caſe of Freight? Theſe Things are conſiderable if we go into the Merits of the Cauſe, but that not being before us, I give no Opinion therein.

S. C. *Salk.* 35. L. *Raymand*, p. 982, 983, & 984. *Trin.* Term 2 *Ann.* Reg. *Johnſon* verſ. *Shippen.*

A Ship was outward bound to and being in Diſtreſs at Sea in her Voyage, put into *Boſton* in *New-England*, and there the Maſter took up Money, which he applied in Neceſſaries for the Ship; and, as a Security for the Re-payment, by way of Hypothecation, made a Bill of Sale to the Party of Part of the Ship, who now libelled in the Court of Admiralty againſt the Ship and Owners, to compel the Payment of the Money. Serjeant *Darnall* moved for a Prohibition, and a Day was given to hear Counſel on both Sides. On the Day, Serjeant *Darnall* inſiſted, that as this Caſe is, there ought to go a Prohibition, becauſe it appears upon the Face of the Libel, that this Hypothecation was upon Land in Port, *viz.* at *Boſton*, and not upon the Sea, as it ought to be, to give that Court a Juriſdiction. Beſides, this appears to be a Bill of Sale of Part of the Ship, upon which the Party may have his Remedy at Common Law, and not a proper Hypothecation. Alſo the Proceedings are againſt the Owners as well as againſt the Ship; and if the Owners are liable, they are chargeable at Common Law.

Mr. *Cheſhyre*, againſt the Prohibition. It makes no Difference whether the Hypothecation were upon the Sea or upon Land, being done in a Voyage; and a Prohibition has been denied upon the ſame Point as in this Caſe, in this Court, between *Caſſart* and *Lawdſley*, *Trin.* 1 *Will.* & *Mar.* where the Hypothecation was in Port, *viz.* at *Rotterdam*. The ſame was adjudged here, *Hil.* 1696, between *Benoir* and *Jeffrys*; and about a Year ſince, between *Juſtin* and *Ballam*, a Prohibition was granted, becauſe it did not appear there was any Hypothecation. In this Caſe the Neceſſity of the Thing requires that it be done at Land, and it would be prejudicial to Navigation, if this Suit in the Admiralty ſhould not be.

Holt, Chief Juſtice. The Caſe of *Coſſart* and *Lawdſley* was the ſame as this; and there, on a Demurrer to a Declaration in a Prohibition, a Conſultation was awarded by the whole Court. When an Hypothecation is made, either for Money to buy Neceſſaries, or for Neceſſaries for the Ship in a Voyage, the Court of Admiralty have a Juriſdiction, for the Party has no other Remedy; we cannot give him any Remedy againſt the Ship; and if the Suit there ſhould not be allowed, the Maſter will have no Credit to take up Neceſſaries for the Uſe of the Ship.

Powel, Juſtice, of the ſame Opinion.

Holt, Chief Juſtice. No Maſter of a Ship can have Credit abroad, but upon the Security by Hypothecation; and ſhall we hinder the Court of Admiralty from giving Remedy, when we can give none ourſelves? It will be the greateſt Prejudice to Trade that can be, to grant a Prohibition in this Caſe. Indeed, if a Ship be hypothecated here in *England* before the Voyage begin, that is not a Matter within the Juriſdiction of the Court of Admiralty, for it is a Contract made here, and the Owners can give Security to perform the Contract. Which *Powel* agreed.

See before.

Holt, Chief Juſtice. There is no Difference whether the Hypothecation be alledged in the Libel to be made in Port, or appears ſo to be by the Suggeſtion, as it was in the Caſe of *Coſſart* and *Lawdſley*; and as to what you ſay that this is a Bill of Sale, and ſo a Remedy at Law, that is not ſo, for the Maſter has no Authority to ſell any Part of the Ship, and his Sale transfers no Property; but he may hypothecate. And ſince the Proceedings in the Court of Admiralty are againſt the Owners, as well as againſt the Ship, let a Prohibition go *quoad* the Proceeding againſt the Owners, and let them go on to condemn the Ship. To which the reſt of the Judges agreed.

The preceding few Caſes may ſerve to ſhew the Power lodged in the Captain to engage his Ship for Payment of what Caſh he may take up for his Repairs and Uſe; and though the Law diſallows of his ſelling her, yet ſhe is obliged for the fulfilling his Contracts ſo far as her Value, and that of her Freight (as has been ſhewn before;) though he on his Part muſt give a juſt Account to the Owners, how the Money he has received was expended, and is conſequently anſwerable to them for the ſame, and to act up to the Truſt repoſed in him, and the good Conduct expected from him.

He

13 *R.* II. *Cap.* 9. He muſt not carry any counterfeit Cockets, or other fictitious and colourable Ship Papers, that may occaſionally involve the Goods of the Innocent with the Nocent.

Leg. Oleron. 24. Nor muſt he refuſe the Payment of any juſt and ordinary Duties, and Port Charges, Cuſtoms or Impoſts, to the Hazard of any Part of his Lading; yet if he offers that which is due and he ought to pay, then he is excuſed.

Every Maſter ought carefully to examine his Rigging and Tackle before proceeding on a Voyage, that he may not ſail with any inſufficient and defective; nor ought he to go with fewer or ſmaller Cables than is uſual and requiſite for a Ship of equal Burthen with his; for if any Damage happens in delivering the Goods, either into a Lighter or otherwiſe, by the Breaking of a Rope or the like, he muſt be anſwerable for it; but when once out of his Cuſtody, he is no farther reſponſible; ſo that if on taking them out of the Lighter, at the Wharf or Kay, they are any Ways damnified, the Wharfinger then (and not the Maſter) muſt be accountable for it. But if fine Goods, or the like, are put into a Cloſe-Lighter, to be conveyed from the Ship to the Kay, it is uſual in this Caſe for the Maſter to ſend a competent Number of his Mariners to look to the Merchandize; and if any Part thereof be loſt or embezzled, the Maſter is reſponſible *, and not the Wharfinger; but if ſuch Goods are to be ſent aboard a Ship, there the Wharfinger, at his Peril, muſt take care the ſame be preſerved.

18 *Eliz.* c. 9. 14 *Car.* II. *Cap.* 11. On his Arrival at his deſtined Port, his firſt Care ſhould be to ſee his Ship well anchored and moored; and after ſhe is reladen, not to depart till ſhe is cleared; for if any Damage happens through his, or his Mariners, Fault or Neglect, whereby the Cargo is prejudiced, he muſt anſwer the ſame.

Digeſt. l. cum in Debito F. de Proba. And as the Law ſubjects him to the aforeſaid Things in Port, ſo it does to many others in his Voyage; as that if he deviates in his Courſe without juſt Cauſe, or ſteers a dangerous and unuſual one, when he may have a more ſecure Paſſage (though to avoid illegal Impoſitions he may ſomewhat change it) nor may he ſail by Places infeſted with Pirates, Enemies, or other Places notoriouſly known to be unſafe, nor engage his Veſſel among Rocks, or remarkable Sands, not being neceſſitated thereto, by Violence of Wind and Weather, or deluded by falſe Lights.

Lib. 1. Cod. de Navibus non excuſ.

* Paſch. 26. *Car.* ruled at Guild-Hall by L. C. J. *Holt.*

No Maſter is anſwerable for the Contracts of his Mariners, but they may be detained for their Crimes.

He that will charge a Maſter with a Fault, in relation to his Duty, by the marine Law, muſt not think that a general Charge is ſufficient, but he ought to aſſign and ſpecify the very Fault wherewith he is ſo charged.

So he that will infer, that ſuch or ſuch a ſad Diſaſter hath happened, or been occaſioned by reaſon of ſome Fault in the Mariners, muſt not only prove the Fault itſelf, but muſt alſo prove that that Fault did diſpoſe to ſuch a ſad Event; or that ſuch a Miſfortune could not have happened, without ſuch a Fault precedent.

If an Infant, being Maſter of a Ship, contracts to bring Goods from any Part to *England*, and there to deliver them, but does not deliver them according to Agreement, but waſtes and conſumes them, he may be ſued in the Admiralty Court, although he be an Infant; for this Suit is but in Nature of a *Detinue*, or a *Trover*, and *Converſion* at the Common Law; and a Prohibition denied for that Cauſe. 1 *Rolls* Abr. 530. *Furnes* vers. *Smith.*

A Maſter can let out his Veſſel to freight, take in Goods and Paſſengers, mend and furniſh his Ship; and to that Effect, he may (if need be) in a ſtrange Country, borrow Money upon the Ship, ſome of the Tackle, or ſell ſome of the Merchandize; and in this latter Caſe, the higheſt Price that the Remainder is ſold for, muſt be paid to the Merchant or Owner of them, who in return muſt pay Freight as well for what (through Neceſſity) was ſo ſold, as for what remained. *Leg. Oleron.* 1. But if the Ship in the Voyage afterwards ſhould happen to be caſt away, then only ſhall be tendered the Price that the Goods were bought for.

By the *Common Law*, the Maſter of a Ship could not impawn the Ship or Goods; for any Property, either general or ſpecial, was not in him, nor is ſuch Power given unto him by the Conſtituting of him a Maſter. Yet the *Common Law* hath held the Law of *Oleron* reaſonable, that if a Ship ſprings a Leak at Sea, or is in Want of Victuals, and other Neceſſaries, whereby ſhe is either in Danger, or the Voyage may be defeated, that in ſuch Caſe of Neceſſity the Maſter may impawn for Money, or other Things, to relieve ſuch Extremities, by employing the ſame to that End; and therefore he being the Perſon truſted with

Leg. Oleron. c. 22. *Hob.* 11. 12. *Latch.* 252. *Noy* 95. *Mo.* 918. *Leg. Oleron.* C. 1. 12. *Salk.* 34. *pl.* 7.

with the Ship and the Voyage, may be reaſonably thought to have the Power given to him implicitly, rather than to ſee the whole loſt.

But a Maſter, for any Debt of his own, cannot legally impawn or hypothecate the Ship, *&c.* for the ſame is no ways liable, but in caſe of Neceſſity, for the Relief and compleating of the Voyage.

1 *Siderf.* 453 *vide* 1 Rolls Abr. 530. *pl.* 2. Nor can he ſell or diſpoſe of the ſame, without an Authority or Licence from the Owners; and when he does impawn or hypothecate the Veſſel or Furniture, he ought to have the Conſent and Advice of his Mariners.

Peer Will. 367. A Ship being repaired, *&c.* in the *Thames*, is not liable, but the Owners.

L. *Raym.* 152. Judgment *Oleron Cap.* 22. Though the Maſter cannot on every Caſe of Neceſſity impawn the Veſſel or Furniture; for if ſhe be freighted, and he (being an Owner) is to join with the reſt in buying Proviſions for the Voyage, and perhaps he wants Money (a great Sign of Neceſſity) yet cannot he impawn the Veſſel or Furniture, otherwiſe, or for more, than his own Share in her, the which he may transfer and grant, as a Man may do an eighth or fifth Part in Land or Houſes; but ſuch Obligation of the Veſſel muſt be in foreign Parts, or Places where the Calamity or Neceſſity is univerſal on the Veſſel, that will oblige all the Owners.

If the Veſſel happens afterwards to be caſt away, and the Mariners by their great Pains and Care recover ſome of the Wreck and Lading, the Maſter in that Caſe may pledge the ſame, and diſtribute the Product among his diſtreſſed Sailors, in order to the carrying them home to their own Country: But if the Mariners no way contributed to the Salvage, then their Reward is loſt and ſunk with the Veſſel.

Ditto, Cap. 3. And if there be any conſiderable Part of the Cargo ſaved, he ought not to diſmiſs the Mariners, till Advice from the Freighters or Laders; for otherwiſe perchance he may be made liable.

Leg. Oleron. Cap. 22. If Merchants freight a Veſſel at their own Charges, and ſet her to Sea, and ſhe happens afterwards to be Weather-bound, the Maſter may impawn either the Ship or Lading at his Pleaſure, or at leaſt ſuch as he could moſt conveniently raiſe Money on, rather than ſee the whole Voyage overſet or loſt; and if he cannot pawn the Lading, he may ſell the ſame, that is, ſo much as is neceſſary; in all which Caſes his Act obliges; however Orders and Inſtructions from his Owners are as carefully to be regarded and followed as the *Magnet.*

12 *Car.* II. Cap. 18. When a Maſter ſhall arrive with his Ship at *Graveſend*, he ſhall not be above three Days coming from thence to the Place of Diſcharge; nor is he to touch at any Kay or Wharf till he comes to *Cheſters* Kay, unleſs hindered by contrary Winds or Draught of Water, or other juſt Impediment, to be allowed by the Officers: And likewiſe he or his Purſer are there to make Oath of the Burthen, Contents, and Lading of his Ship, and of the Marks, Number, Contents, and Qualities of every Parcel of Goods therein laden, to the beſt of his Knowledge; alſo where, and in what Port ſhe took in her Lading, and what Country Built, and how manned, who the Maſter during the Voyage, and who the Owners; and in Out-Ports muſt come up to the Place of Unlading, as the Condition of the Port requires, and make Entries, on Pain of 100 *l.*—Nor is ſuch a Maſter to lade aboard any Goods outwards to any Place whatſoever, without entering the Ship at the Cuſtomhouſe, her Captain, Maſter, Burthen, Guns, Ammunition, and to what Place ſhe intends, and before Departure, to bring in a Note under his Hand, of every Merchant that ſhall have laid aboard any Goods, together with the Marks and Numbers of ſuch Goods, and be ſworn as to the ſame, on Pain of 100 *l.*

Note, There is a Liſt of all foreign built Ships in the Exchequer.

L. *Raymond*, p. 398, 632. The Mate of a Ship, as well as a ſingle Mariner (or a Number of them) may ſue in the Admiralty for their Wages, as the Mate only differs from the Sailors in Title, being a Servant to the Maſter, with whom he contracts as the Mariners do.

Ditto, p. 639. Upon a Motion for a new Trial in an Action for a Seaman's Wages, *Holt*, Chief Juſtice, ſaid, that if the Ship be loſt before the firſt Port of Delivery, then the Seamen loſe all their Wages; but if after ſhe has been at the firſt Port of Delivery, then they loſe only thoſe from the laſt Port of Delivery; but if they run away, altho' they have been at a Port of Delivery, yet they loſe all their Wages.

Ex relatione m'ri Jacob, as appertaining to it.

L. *Raymond*, p. 1211, 1212. *Mich.* Term. 4 *Ann* Reg. *Wiggins* verſ. *Ingleton.* *Chandler* verſ. *Meade.* In an Action brought for Mariners Wages, for a Voyage from *Carolina* to *London*, it appeared that the Plaintiff ſerved three or four Months, and before the Ship came to *London*, which was the delivering Port, he was impreſſed into the Queen's Service, and afterwards the Ship

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arrived at the delivering Port; and ruled by *Holt* on Evidence at *Guildhall*, that the Plaintiff ſhould recover *pro tanto* as he ſerved, the Ship coming ſafe to the delivering Port. Afterwards in another Cauſe in ſuch an Action, it appeared, that the Plaintiff was hired by the Defendant at *Carolina*, to ſerve on board the *Jane* Sloop, whereof the Defendant was Maſter, from *Carolina* to *England*, at 3 *l. per* Month; that he ſerved two Months; then the Ship was taken by a *French* Privateer, and ranſomed; and juſt as ſhe came off of *Plymouth*, the Paintiff was impreſſed, &c. and then the Ship came ſafe into the River of *Thames*, where ſhe diſpoſed of her Cargo; and by *Holt*, the Plaintiff can have no Wages, the Ship having been took by the Enemy and ranſomed. Mr. *Raymond* inſiſted, that in that Caſe he ſhould recover *pro rata*, and that the Uſage among Merchants was ſo, which *Holt* ſaid, if he could prove, it would do; but wanting Proof of it, the Plaintiff was nonſuited.

L. *Raymond*, p. 1248. *Brown* verſ. *Benn*&alios. *Eaſt*.Term. 3 *Ann*. Reg.

The Suit here was for Seamens Wages, upon the Arrival of the Ship at *Guinea*. *Powell*, Juſtice, ſaid, he remembered a Caſe of the like Nature, where a Suit was commenced in the Court of Admiralty, by Sailors for their Wages, upon the Arrival of the Ship at *Newfoundland*; and tho' the Merchants all held it no Port of Delivery, yet the Court of Admiralty held the contrary; and ſo did the Court of Common-Pleas, upon a Motion for a Prohibition.

7 and 8 *Will*. III. Cap.21. S. 10.

Every Seaman that ſhall ſerve in any of his Majeſty's Ships, or in any Ship belonging to any Subjects of his Majeſty's Dominions, ſhall allow out of the Wages for ſuch Service, 6 *d. per Menſem*, for Support of *Greenwich* Hoſpital, &c. which monthly Allowance ſhall be collected, as ſhall be appointed by the Commiſſioners for executing the Office of Lord High Admiral.

Ditto, S.15.

Licences ſhall be given by Order of his Majeſty, or the Commiſſioners of the Admiralty, to any Landmen deſirous to apply themſelves to the Sea Service, to ſerve in Merchant Ships, or other trading Veſſels, which ſhall be a Protection againſt being impreſſed, for two Years following the Date of ſuch Licence; provided that ſuch Landmen bring to the Regiſter two Inhabitants, or known in the Place where they ſo enter themſelves, who ſhall aſſert their Knowledge of ſuch Landmen for two Years paſt, and in what Buſineſs they have known them employed; and if any Perſon ſhall vouch any one for a Landman, who ſhall be proved to be a Seaman, he ſhall forfeit 20 *l.* and any Seaman taking another's Name, or any Perſon counterfeiting any Licence, ſhall forfeit 20 *l.* and be liable to ſuch further Puniſhment, as by Law may be inflicted for ſuch Miſdemeanor.

8 and 9 *Will*. III. Cap. 23. S. 10.

For the better collecting the Duties of 6 *d. per Menſem*, granted by 7 *Will*. III. Cap. 21. it ſhall be lawful for the Commiſſioners for regiſtering of Seamen, or their Deputies, by Warrant, to cauſe all Maſters of Ships, not in his Majeſty's Service, to appear before them, and ſuch Maſters upon Oath to examine, as to the Number, Wages, and Time of Service, of every Perſon belonging to ſuch Ships; and if ſuch Maſters ſhall refuſe to appear, or ſhall obſtinately refuſe to give a Diſcovery of the Matters aforeſaid, upon their Oaths, ſuch Offenders ſhall forfeit 10 *l.* to the Uſes mentioned in the ſaid Act, to be recovered by Action, &c.

Repealed as to the Regiſtering of Seamen, by 9 Ann. *Cap*. 21. *Sect*. 64.

Ditto, S. 7.

The Commiſſioners, &c. ſhall take the ſolemn Affirmation of Quakers, inſtead of their Oath.

9 and 10 *Will*. III. Cap. 41. S. 3.

Foraſmuch as diverſe Perſons have perſonated Seamen, who have ſerved, or are ſuppoſed to have ſerved on board his Majeſty's Ships, and thereby have received Money at the Pay-Office, or elſewhere, and have alſo forged Letters of Attorney, or Bills of Sale, Aſſignments, or laſt Wills, in the Names of Perſons who have ſerved, or were ſuppoſed to have ſerved on board his Majeſty's Ships, and do alſo procure Men and Women to perſonate, and diverſe wicked Perſons do of their own accord perſonate, the Wives, Relations, or Creditors of ſuch Seamen, and thereby have falſely taken out Letters of Adminiſtration to ſuch Seamen, or have forged Letters of Attorney, Bills of Sale, or other Authorities, in the Names of the Executors or Adminiſtrators of ſuch Seamen, for the Receipt of ſuch Wages; every ſuch Perſon, their Aiders or Abetters, that ſhall be convicted of the ſaid Crimes, ſhall, over and above the Penalties inflicted by any Laws in force, forfeit 200 *l.* with Coſts, &c.

Ditto, S. 6.

No Will of any Seaman contained in the ſame Inſtrument, Paper, or Parchment, with a Letter of Attorney, ſhall be good in Law.

Ditto, S. 7.

No Perſon ſhall take more than 1 *s.* for the Seal, Writing, or ſuing forth Letters of Adminiſtration, granted to the Wife or Children of any Seaman, dying in the Pay of his Majeſty's Navy, unleſs the Goods of ſuch Seamen amount to 20 *l.* and if any Officer take more, he ſhall forfeit to the Party grieved 10 *l.*

It

1 *Ann.* Cap. 6. S. 1. It ſhall be lawful for two Juſtices of Peace, as alſo for Mayors, Aldermen, Bailiffs, and other chief Officers and Magiſtrates of any City, or Town corporate; and likewiſe for the Church-Wardens, and Overſeers of the Poor of the ſeveral Pariſhes, with the Approbation of ſuch Juſtices of the Peace, Mayors, *&c.* to bind out any Boys of the Age of ten Years or upwards, or who ſhall be chargeable, or whoſe Parents are chargeable to the Pariſh, or who ſhall beg for Alms, to be Apprentices to the Sea-Service, to any of her Majeſty's Subjects, Maſters, or Owners of any Ship belonging to any Port within *England*, *Wales*, or *Berwick*, until ſuch Boys ſhall attain the Age of 21 Years; and the Age of every ſuch Boy ſhall be mentioned in his Indentures, taken from a Copy of the Regiſter-Book, wherein the Time of his being baptized is entered (where the ſame can be had) which Copy ſhall be given and atteſted by the Miniſter or Curate of ſuch Pariſh, without Fee, and may be wrote without Stamp: And where no ſuch Entry can be found, ſuch Juſtices, Mayors, *&c.* ſhall inform themſelves of ſuch Boy's Age, and inſert the ſame in the Indentures; and the Age ſo inſerted, ſhall be taken to be his true Age.

Ditto, S. 2. The Church-Wardens and Overſeers of the Pariſh, from whence ſuch Boy ſhall be bound Apprentice, ſhall pay to ſuch Maſter, at the Time of his Binding, 50 *s.* to provide Clothing and Bedding.

Ditto, S. 3. The Overſeers of the Poor of every Townſhip or Village may execute the Powers hereby directed.

Ditto, S. 4. No ſuch Apprentice ſhall be impreſſed, or ſuffered to enter into her Majeſty's Service, till he arrive to the Age of eighteen Years.

Ditto, S. 5. The Church-Wardens and Overſeers ſhall ſend the Indentures to the Collector of Cuſtoms, reſiding at any Port whereunto ſuch Maſters of ſuch Ships belong, who ſhall enter all Indentures ſo ſent, and make an Endorſement of the Regiſtry thereof, without Fee; and ſuch Collector, neglecting to enter ſuch Indentures, and indorſe the ſame, or making falſe Entries, ſhall forfeit 5 *l.* for the Uſe of the Poor of the Pariſh, from whence ſuch Boy was bound; and ſuch Collector ſhall tranſmit Certificates to the Admiralty, containing the Names and Ages of every ſuch Apprentice, and to what Ship he belongs; and upon Receipt of ſuch Certificates, Protections ſhall be given for ſuch Apprentices, till they attain their Ages of eighteen Years, without Fee; which Certificates are not required to be wrote on ſtamped Paper, *&c.*

Ditto, S. 6. Every Perſon to whom any poor Pariſh Boy ſhall be put Apprentice, according to 43 *Eliz.* Cap. 2. may, with the Ap probation o two Juſtices of Peace of the County, dwelling in, or near, the Pariſh where ſuch poor Boy was bound, or with the Approbation of any Mayor, Alderman, Bailiff, or other chief Officer or Magiſtrate of any City, Borough, or Town corporate, where ſuch poor Boy was bound by Indenture, turn over ſuch poor Boy Apprentice to any Maſter of ſuch Ship, for the remaining Time of his Apprenticeſhip; all which Indentures of Aſſignment are to be regiſtered, and Certificates thereof tranſmitted, by ſuch Collector at the Ports where ſuch Pariſh Apprentices ſhall be ſo aſſigned over, in Manner aforeſaid; and Protections ſhall be given for ſuch Apprentices, till they attain their Age of eighteen Years.

Ditto, S. 7. All ſuch poor Boys, till they attain their Ages of eighteen Years, ſhall be exempted from Payment of 6 *d. per* Month to *Greenwich-Hoſpital.*

Ditto, S. 8. All Maſters or Owners of Ships of thirty to fifty Tons, ſhall be obliged to take one ſuch Apprentice, and one more for the next fifty Tons, and one more for every hundred Tons ſuch Ship ſhall exceed the Burthen of one hundred Tons; and ſuch Maſter or Owner refuſing to take ſuch Apprentice, ſhall forfeit 10 *l.* for the Uſe of the Poor of the Pariſh, from whence ſuch Boy was bound.

Ditto, S. 9. Every Maſter or Owner of ſuch Ship, after his Arrival into Port, or before he clears out, ſhall give an Account under his Hand to the Collector of ſuch Port to which he belongs, containing the Names of ſuch Apprentices as are then in his Service.

Ditto, S. 10. Every ſuch Apprentice ſhall be ſent to the Port to which his Maſter ſhall belong, by the Church-Wardens and Overſeers of the Pariſh from whence ſuch Apprentice is bound, the Charges to be provided, as the Charges for ſending of Vagrants.

Ditto, S. 11. The Counterpart of ſuch Indentures ſhall be atteſted by the Collector at the Port, (where ſuch Apprentices ſhall be bound or aſſigned over) and the Conſtable, or other Officer, who ſhall bring ſuch Apprentices; which Conſtable, *&c.* ſhall tranſmit the Counterparts of ſuch Indentures, to the Church-Wardens and Overſeers of the Pariſhes, from whence ſuch Apprentices ſhall be bound.

Ditto, S. 12. Two Juſtices of Peace, dwelling in or near the Ports, and all Mayors, Alder-

men, Bailiffs, and other chief Officers and Magiſtrates of any City, Borough, or Town corporate, in, or near adjoining to ſuch Port to which ſuch Ship ſhall arrive, ſhall have Power to enquire into, and examine, hear, and determine all Complaints of ill Uſage from the Maſters to ſuch Apprentices, and alſo of all ſuch as ſhall voluntarily put themſelves Apprentices to the Sea Service, as aforeſaid, as in other Caſes between Maſters and Apprentices.

Ditto, S. 13. Every ſuch Collector ſhall keep a Regiſter, containing as well the Number and Burthen of ſuch Ships, together with the Maſters or Owners Names, as alſo the Names of ſuch Apprentices in each Ship, belonging to their Ports, and from what Pariſhes ſuch Apprentices were ſent, and ſhall tranſmit Copies of ſuch Regiſter to the Quarter Seſſions, or to ſuch Cities, Boroughs, Towns corporate, Pariſhes, or Places, when required, for which Copies no Fee ſhall be taken, *&c.*

Ditto, S. 14. Every Cuſtomhouſe Officer, at each of the Ports, ſhall inſert at the Bottom of their Cockets, the Number of Men and Boys on board the Ships, at their going out of every ſuch Port, deſcribing the Apprentices by their Names, Ages, and Dates of their Indentures, for which no Fee ſhall be taken.

Ditto, S. 15. Every Perſon, who ſhall voluntarily bind himſelf Apprentice to any Maſter or Owner of a Ship, ſhall not be impreſt into her Majeſty's Sea Service, during three Years from the Date of the Indentures, which Indentures are to be regiſtered, and Certificates thereof tranſmitted by ſuch Collector, at the Port where ſuch Apprentices ſhall bind themſelves, as aforeſaid; upon Receipt of which, Protections ſhall be given for the ſaid firſt three Years of their Apprenticeſhips, without Fee.

Ditto, S. 17. When Pariſh Children of the Age of eighteen Years, and other voluntary Apprentices ſhall be impreſſed, or enter into her Majeſty's Service, the Maſters of ſuch Apprentices ſhall be intitled to able Seamen's Wages, for ſuch of their Apprentices as ſhall upon Examination be found qualified.

4 and 5 *Ann.* Cap. 19. S. 16. No Maſter ſhall be obliged to take any Apprentice under the Age of thirteen Years *, or who ſhall not appear to be fitly qualified, both as to Health and Strength of Body, for that Service; and any Widow of the Maſter of ſuch Ship, or the Executor, or Adminiſtrator of ſuch Maſter, who ſhall have been obliged to take ſuch Pariſh Boys Apprentice, ſhall have the ſame Power of aſſigning over ſuch Apprentices, to any other Maſters of Ships who have not their Complement, as is given by the Act, 2 *Ann.* Cap. 6. to ſuch Perſons as have taken Apprentices in purſuance of 43 *Eliz.* cap. 2.

* *See the preceding Act, Sect.* 1. *and* 8.

Ditto, S. 17. No Perſons of the Age of eighteen Years, ſhall have any Protection from her Majeſty's Sea Service, who ſhall have been in any Sea Service before the Time they bound themſelves Apprentices.

10 *Ann.* cap. 17. S. 1. To the Intent that *6d. per Menſem* may be effectually collected, every Perſon that ſhall ſerve her Majeſty, or any other, in any of her Majeſty's Ships, or in any Ships belonging to Subjects of *Great-Britain* or *Ireland*, or Dominions thereunto belonging, and every Maſter working in his own Ship, whether employed upon the high Sea or Coaſts, or in any Port, Bay, or Creek, (other than ſuch Apprentices under the Age of eighteen Years, as are exempted from Payment of *6d. per Menſem*, by 2 *Ann.* Cap. 6. and Perſons employed in any Boat upon the Coaſts, in taking of Fiſh, which are brought freſh on Shore into *Great-Britain* and *Ireland*, and Perſons employed in Boats that trade only from Place to Place, within any River, or in open Boats upon the Coaſts) ſhall pay the ſaid *6d. per Menſem*, for the Support of *Greenwich* Hoſpital.

Ditto, S. 2. The Maſter of every Ship, not in her Majeſty's Service, is required to deduct out of the Wages accruing to ſuch Seaman, *6d. per Menſem*, and pay the ſame to ſuch Officers as ſhall be appointed by the Commiſſioners for executing the Office of Lord High Admiral.

Ditto, S. 3. It ſhall be lawful for the Commiſſioners executing the Office of Lord High Admiral, to appoint Receivers of the ſaid Duty, and to authorize ſuch Receivers to depute the Collectors, or other Officers of Cuſtoms, of the Out-Ports, and of the Ports of *Ireland*, or ſuch other as they ſhall think fit, to collect the ſame; and it ſhall be lawful for the Commiſſioners executing the Office of Lord High Admiral, to make ſuch Allowance to them out of the ſaid Duties, as they ſhall judge reaſonable.

Ditto, S. 4. It ſhall be lawful for the ſaid Receivers, or their Deputies, by Warrant, to ſummon all Maſters, or (in their Abſence) the Owners of Ships, not in her Majeſty's Service, to appear at the Office of the ſaid Receivers, *&c.* (ſo as the Perſon ſummoned be not obliged to travel above

above ten Miles) which Receivers, or their Deputies, are impowered to examine every ſuch Maſter or Owner, as to the Number and Times of Service of all Perſons belonging to ſuch Ships, who are chargeable with the ſaid *6d. per Menſem*; and if ſuch Maſters or Owners ſhall refuſe, when ſummoned (not having a reaſonable Excuſe) to appear, or if they ſhall obſtinately refuſe to make Diſcovery of the Matters aforeſaid upon their Oaths, or ſhall neglect to pay the Monies due to the Hoſpital within fourteen Days, after they ſhall be cleared inwards, ſuch Offenders ſhall forfeit 20*l.* *&c.* And if any ſuch Maſter ſhall attempt to go to Sea with his Ship before he hath paid the ſaid Duty for the Voyage preceding, ſuch Receivers, or their Deputies, are impowered to ſtop ſuch Ship; and upon the Death or Removal of any Maſter, the Owners ſhall deliver to the ſucceeding Maſter a true Account of the ſaid Duty due to the Hoſpital, and Money ſufficient for the Payment of the ſame, and in Default thereof, ſuch Receivers, or their Deputies, may ſtop ſuch Ship from proceeding to Sea.

Ditto, S. 5. In all Caſes where by this Act an Oath is required to be taken, the ſolemn Affirmation of Quakers ſhall be accepted inſtead of ſuch Oath; and in caſe any Quaker ſhall, upon ſuch Affirmation, declare any Matter which ſhall be falſe, or if any other Perſon ſhall, purſuant to this Act, willingly make a falſe Oath, he (being lawfully convicted) ſhall ſuffer like Puniſhment, as Perſons convicted of wilful Perjury.

Ditto, S. 6. No private Contracts made by any Seaman, ſhall obſtruct or delay the Payment of the Duties appropriated to the ſaid Hoſpital.

Ditto, S. 7. This Act ſhall be a publick Act, *&c.*

Ditto, S. 8. Nothing in this Act ſhall oblige the Payment of the *6d. per Menſem*, by any Maſters or Servants of the Hoys or Veſſels belonging to the Port of *London*, and employed within the *North Foreland*, in bringing Corn, Fiſh, or other Proviſions, for *London*.

Ditto, S. 20. The Commiſſioners of the Admiralty ſhall conſider as qualified for an Admiſſion into the ſaid Hoſpital, any Seaman who ſhall offer himſelf to be admitted, and ſhall produce a Certificate of his having been wounded or hurt in defending any Ship belonging to the Subjects of her Majeſty againſt Enemies, or in taking any Ship from the Enemy, and thereby diſabled from Sea Service. *This Sect. confirmed by* 8 Geo. II. *Cap.* 29. *Sect.* 10.

7 *Geo* II. St. 2. Cap. 14. S. 12. The Governors, Miniſters, and Conſuls, appointed by his Majeſty in foreign Parts, or, where none ſuch are reſident, any two *Britiſh* Merchants there reſiding, are required to ſend and provide for all ſeafaring Men and Boys, Subjects of *Great-Britain*, that ſhall, by Shipwreck, Capture, or other unavoidable Accident, be driven, or caſt away to ſuch foreign Parts; and the ſaid Governors, *&c.* are required to ſubſiſt ſuch ſeafaring Men and Boys after the Rate of *6d. per diem* each, and to ſend Bills of their Diſburſements, with proper Vouchers, to the Commiſſioners of the Navy, who are to cauſe immediate Payment to be made of ſuch Bills; and the ſaid Governors, *&c.* ſhall put the ſaid Men and Boys on board the firſt Ship belonging to his Majeſty that ſhall arrive at any Parts within a convenient Diſtance; and if no Ship of War ſhall be within a convenient Diſtance, they ſhall ſend the ſaid Men and Boys on board ſuch Merchant Ships as are bound for *Great-Britain*, and are in Want of Men to make up their Complement; but if neither Caſe happen, they ſhall provide a Paſſage homeward for ſuch Men and Boys in the firſt Merchant Ship bound for *Great-Britain*; and every Maſter of a Merchant Ship homeward bound from thence, ſhall take on board ſo many of ſuch ſeafaring Men and Boys as the ſaid Governors, *&c.* ſhall direct, not exceeding four for each hundred Tons of his Ship.

Ditto, S. 13. Every Maſter of a Veſſel who ſhall produce a Certificate under the Hands of the ſaid Governors, *&c.* certifying the Numbers and Names of the Men and Boys taken on board by their Direction, and the Time of taking them, and ſhall make an Affidavit at his Return, ſetting forth the Time during which he ſubſiſted them, and that he did not, during that Time, want of his own Complement of Men, or how many he did want, and for what Time, ſhall receive from the Commiſſioners of the Navy *6d. per diem* for the Paſſage and Proviſions of each Man and Boy, from the Day of their Embarkation homewards, to the Day of their Arrival, or being put into ſome Ship of War; *6d. per diem* only being deducted for ſuch Time as he wanted of his Complement.

2 *Geo.* II. c. 7. S. 1. The ſeveral Acts concerning the Duty of *6d. per* Month, payable by all Seamen, for Support of *Greenwich Hoſpital*, ſhall extend to all Ships belonging to his Majeſty's Subjects within the Iſlands of *Jerſey*, *Guernſey*, *Alderney*, *Sark* and *Man*, and within all his Majeſty's Dominions in *America*, as well as to thoſe within *Great-Britain* and *Ireland*.

For

Ditto, S. 2. For the better collecting the ſaid Duty, it ſhall be lawful for the Receivers thereof to depute any Officer of the Cuſtoms in the ſeveral Ports of the ſaid Iſlands and Colonies, or ſuch other Perſons as they ſhall think fit, to collect the ſame; and the Commiſſioners of the Admiralty may make ſuch Allowance to them out of the ſaid Duty as they ſhall judge reaſonable.

Ditto, S. 3. The Collectors of the Duty in the Ports of the ſaid Iſlands and Colonies, ſhall ſummon and examine upon Oath, all Maſters and Owners of Ships belonging to his Majeſty's Subjects, as by 10 *Ann.* Cap. 17. And if any ſuch Maſter ſhall neglect to appear and make ſuch Diſcovery, ſuch Maſter, *&c.* ſhall forfeit 20*l.* Money of *Great-Britain.*

Ditto, S. 4. All Maſters, *&c.* of Ships belonging to the King's Subjects within the ſaid Iſlands or Colonies, ſhall pay ſuch Part of the ſaid Duty as ſhall be due at their Arrival, and during their Continuance in *Great-Britain* or *Ireland*, within the ſaid Kingdoms; and ſuch Part as ſhall be due at the Time of their Return to, and during their Continuance in, the ſaid Iſlands or Colonies, within the ſaid Iſlands and Colonies; and all Maſters, *&c.* of Ships belonging to any Subjects of his Majeſty within *Great-Britain* or *Ireland*, who ſhall trade from thence to any of the ſaid Iſlands or Colonies, ſhall pay the ſaid Duty of 6*d.* *per* Month, only in *Great-Britain* or *Ireland.*

Ditto, S. 5. It ſhall be lawful for the Receivers of the Duty, and their Deputies, by Warrant, to ſummon and examine upon Oath all Maſters, *&c.* of Ships employed by the Navy, Victualling, Ordnance, Cuſtoms, Poſt-Office, or any other Publick Offices of the Crown, in the Service of his Majeſty; and if ſuch Maſter, *&c.* refuſe to appear, or to make Diſcovery, or ſhall neglect to pay the ſaid Duty, they ſhall forfeit 20*l.*

Ditto, S. 6. The Secretaries or chief Clerks of the Navy, *&c.* uſually employing Shipping for the Service of his Majeſty, ſhall, on the firſt of *January* in each Year, or within twenty Days following, deliver into the Office of the Receiver of the Duty in the Port of *London*, a Liſt of the Ships that, in the Year preceding, ſhall have been employed by ſuch Offices, and of all Ships which remain in the Service of ſuch Office, and of ſuch as ſhall be diſcharged, and of the Names of the Maſters, *&c.* and the Numbers of Seamen employed in every ſuch Ship; and no Treaſurer, or other Officer belonging to ſuch Office, ſhall make out or pay any Bill for the Freight of any Ship ſo employed, or pay any Wages to any Maſter, *&c.* till ſuch Maſter, *&c.* ſhall produce to ſuch Treaſurer, *&c.* an Acquittance ſigned by the Receiver or his Deputy, whereby it ſhall appear that ſuch Maſter, *&c.* hath paid the ſaid Duty of 6*d.* *per* Month, and that he is not more than thirty Days in Arrear to the Hoſpital; and if any Default ſhall be made, by any Secretary, *&c.* he ſhall forfeit 50*l.*

All Maſters of Merchant Ships or other private Veſſels, liable to the Duty of 6*d.* *per* Month, ſhall pay the ſaid Duty before any ſuch Ships ſhall be cleared Inwards, in any Ports of *Great-Britain* or *Ireland*, or the Iſlands of *Guernſey*, *Jerſey*, &c. or of the Colonies in *America*; and no Officer of the Cuſtoms ſhall clear inwards any Merchant-Ship liable to the ſaid Duty, or grant any Warrant, or give or make out any Cocket, *Tranſira's*, Returns or Diſcharges to ſuch Ships, nor ſuffer them to go out of any Port, till the Maſter, *&c.* produce to the Officer an Acquittance ſigned by the Receiver, whereby it ſhall appear, that ſuch Maſter, *&c.* hath paid the ſaid Duty, and that he is not more than thirty Days in Arrear: And every Maſter of ſuch Ship, who ſhall neglect to pay the 6*d.* *per* Month, and alſo every Officer of the Cuſtoms who ſhall make Default in the Premiſes ſhall forfeit 20*l.*

2 *Geo.* II. Cap. 36. S. 1. It ſhall not be lawful for any Maſter of a Ship, bound beyond the Seas, to carry any Mariner except his Apprentices, from the Port where he was ſhipped to proceed on any Voyage beyond the Seas, without firſt coming to an Agreement with ſuch Mariners for their Wages, which Agreement ſhall be made in Writing, declaring what Wages each Seamen is to have for ſo long Time as they ſhall ſhip themſelves for, and alſo to expreſs in the Agreement, the Voyage for which ſuch Seamen was ſhipped; and if any ſuch Maſter ſhall carry out any Mariner, except his Apprentice, upon any Voyage beyond the Seas, without firſt entering into ſuch Agreement, and he and they ſigning the ſame, he ſhall forfeit 5*l.* for every ſuch Mariner to the Uſe of *Greenwich-Hoſpital*, to be recovered on Information on the Oath of one Witneſs, *&c.* and in Caſe he refuſes to pay the Forfeiture, it ſhall be levied by Diſtreſs, *&c.*

Ditto, S. 2. If any Seaman ſhip himſelf on board any Merchant Veſſel, on an intended Voyage for Parts beyond the Seas, he ſhall be obliged to ſign ſuch Agreement within three Days after he ſhall have entered himſelf, which Agreement ſhall be concluſive to all Parties for the Time contracted for.

If

Ditto, S. 3. If any Seaman ſhall deſert, or refuſe to proceed on the Voyage, or ſhall deſert in Parts beyond the Seas, after he ſhall have ſigned ſuch Contract, he ſhall forfeit to the Owners of ſuch Ship, the Wages due to him at the Time of deſerting, or refuſing to proceed on the Voyage.

Ditto, S. 4. If any ſuch Seaman ſhall deſert, or abſent himſelf from ſuch Ship, after he hath ſigned ſuch Contract, upon Application made to any Juſtice of Peace, by the Maſter, or other Perſon having Charge of the Ship, it ſhall be lawful for ſuch Juſtice to iſſue his Warrant to apprehend ſuch Seaman; and if he ſhall refuſe to proceed on the Voyage, and ſhall not give a ſufficient Reaſon for ſuch Refuſal, to the Satisfaction of the Juſtice, to commit him to the Houſe of Correction, to be kept to hard Labour, not exceeding thirty Days, nor leſs than fourteen.

Ditto, S. 5. If any Seamen ſhall abſent himſelf from the Veſſel to which he belongs, without Leave of the Maſter, or other chief Officer having Charge of ſuch Ship, he ſhall for every Day's Abſence forfeit two Days Pay to the Uſe of *Greenwich Hoſpital.*

Ditto, S. 6. If any Seaman, not entering into the Service of his Majeſty, ſhall leave the Veſſel to which he belongs, before he ſhall have a Diſcharge in Writing from the Maſter, or other Perſon having the Charge of ſuch Veſſel, he ſhall forfeit one Month's Pay.

Ditto, S. 7. On the Arrival of any Veſſel into *Great-Britain*, from Parts beyond the Seas, the Maſters ſhall pay the Seamen their Wages, if demanded, in thirty Days after the Veſſel's being entered at the Cuſtomhouſe (except where a Covenant ſhall be entered into to the contrary) or at the Time the ſaid Seamen ſhall be diſcharged which ſhall firſt happen, deducting out of the Wages the Penalties by this Act impoſed, under Penalty of Paying to ſuch Seaman that ſhall be unpaid, 20*s.* over and above the Wages, to be recovered as the Wages may be recovered; and ſuch Payment of Wages ſhall be good in Law, notwithſtanding any Action, Bill of Sale, Attachment, or Incumbrance whatſoever.

Ditto, S. 8. No Seaman, by ſigning ſuch Contract, ſhall be deprived of uſing any Means for the Recovery of Wages, which he may now lawfully uſe; and where it ſhall be neceſſary that the Contract in Writing ſhould be produced in Court, no Obligation ſhall lie on any Seaman to produce the ſame, but the Maſter or Owner of the Ship; and no Seaman ſhall fail in any Action or Proceſs for Recovery of Wages, for want of ſuch Contract being produced.

Ditto, S. 9. The Maſters or Owners of Ships ſhall have Power to deduct out of the Wages of any Seaman, all Penalties incurred by this Act, and to enter them in a Book, and to make Oath if required, to the Truth thereof; which Book ſhall be ſigned by the Maſter and two principal Officers belonging to ſuch Ship, ſetting forth, that the Penalties contained in ſuch Book, are the whole Penalties ſtopt from any Seamen during the Voyage; which Penalties (except the Forfeiture of Wages to the Owners, on the Deſertion of any Seaman, or on refuſing to proceed on the Voyage) ſhall go to the Uſe of *Greenwich Hoſpital*, to be paid and accounted for by the Maſters of Ships coming from beyond the Seas, to the ſame Officer at any Port, who collects the 6*d. per* Month, which Officer ſhall have Power to adminiſter an Oath to every Maſter touching the Truth of ſuch Penalties.

Ditto, S. 10. If any Maſters or Owners of Ships, ſhall deduct out of the Wages of any Seamen any of the Penalties by this Act directed, to the Uſe of *Greenwich Hoſpital*, and ſhall not pay the Money to ſome Officer who collects the 6*d. per* Month, in the Port where the Deduction ſhall be made, within three Months after ſuch Deduction, they ſhall forfeit treble the Value to the Uſe of the Hoſpital; which, together with the Money deducted, ſhall be recovered by the ſame Means, as the Penalties for not duly paying the 6*d. per* Month.

This Act ſhall be a publick Act. S. 11.

This Act ſhall continue five Years, *&c.* S. 12.

S. 13. Nothing in this Act ſhall debar any Seaman from entering into the Service of his Majeſty; nor ſhall ſuch Seamen for ſuch Entry forfeit the Wages due to him during his Service in ſuch Merchant Ship; nor ſhall ſuch Entry be deemed a Deſertion.

Continued by 8 Geo. II. *Cap.* 21. *to* 25 March 1749, *&c. Farther continued by* 23 Geo. II. *p.* 487. *to* 25 March, 1764; *and from thence to the End of the then next Seſſion of Parliament.*

Where

22 and 23 *Car.* II. Cap. 11. S. 2. Where any Goods ſhall be laden on board any *Engliſh* Ship of the Burden of two hundred Tons or upwards, and mounted with ſixteen Guns or more, if the Commander ſhall yield up the Goods to any *Turkiſh* Ships, or to any Pirates or Sea Rovers, without fighting, he ſhall, upon Proof thereof made in the Court of Admiralty, be incapable of taking Charge of any *Engliſh* Ship as Commander; and if he ſhall thereafter take upon him to command any *Engliſh* Ship, he ſhall ſuffer Impriſonment by Warrant from the ſaid Court during ſix Months for every Offence; and in Caſe the Perſons taking the ſaid Goods ſhall releaſe the Ship, or pay unto the Maſter any Money or Goods for Freight, or other Reward, the ſaid Goods or Money or the Value thereof, as alſo the Maſter's Part of ſuch Ship ſo releaſed, ſhall be liable to repair the Perſons whoſe Goods were taken, by Action in the Court of Admiralty; and in caſe the Commander's Part of the Ship, together with ſuch Money and Goods, ſhall not be ſufficient to repair all the Damages ſuſtained, the Reparations recovered on the Maſter's Part of the Ship, ſhall be divided *pro rata*, amongſt the Perſons proſecuting and proving their Damages, and the Perſons damaged ſhall have their Action againſt the Maſter for the Remainder.

See Page 55.
13 and 14 *Car.* II. Cap. 11. S. 35.

Ditto, S. 3. No Maſter of any ſuch *Engliſh* Ship, being at Sea, and having diſcovered any Ship to be a *Turkiſh* Ship, Pirate, or Sea Rover, ſhall depart out of his Ship.

Ditto, S. 4. If the Maſter of any *Engliſh* Ship, tho' not of the Burthen of two hundred Tons, or mounted with ſixteen Guns, ſhall yield his Ship unto any *Turkiſh* Ship, Pirate, or Sea Rover, (not having at leaſt his double Number of Guns) without fighting, ſuch Maſter ſhall be liable to all the Penalties in this Act.

Ditto, S. 5. Upon Proceſs out of the Court of Admiralty, it ſhall be lawful for all Commanders of his Majeſty's Ships, or the Commanders of any other *Engliſh* Ships, to ſeize ſuch Ships or Maſters ſo offending, according to the Proceſs, and the ſame to ſend in Cuſtody into any Ports of his Majeſty's Dominions, to be proceeded againſt, according to this Act.

Ditto, S. 6. Provided that none be hereby encouraged to violate the Rights of the Ports of any foreign Prince or State in Amity.

Ditto, S. 7. If the Mariners or inferior Officers, of any *Engliſh* Ship laden with Goods, ſhall decline or refuſe to fight, and defend the Ship, when they ſhall be thereunto commanded by the Maſter, or ſhall utter any Words to diſcourage the other Mariners from defending the Ship, every Mariner who ſhall be found guilty of declining, or refuſing, as aforeſaid, ſhall loſe all his Wages due to him, together with ſuch Goods as he hath in his Ship, and ſuffer Impriſonment, not exceeding ſix Months, and ſhall during ſuch Time, be kept to hard Labour for his Maintenance.

Ditto, S. 8. Provided, that if any Ship ſhall have been yielded, contrary to the Will of the Commander, by the Diſobedience of the Mariners, teſtified by their having laid violent Hands on him, the Maſter ſhall not be liable to the Sentence of Incapacity, nor to any Action for the Loſſes ſuſtained by the Merchants, unleſs he ſhall have received back from the Takers, his Ship, or ſome Reward.

Ditto, S. 9. Every Mariner who ſhall have laid violent Hands on his Commander, to hinder him from fighting in defence of his Ship and Goods, ſhall ſuffer Death, as a Felon.

Ditto, S. 10. When any *Engliſh* Ship ſhall have been defended by Fight, and brought to her Port, in which Fight any of the Officers or Seamen ſhall have been wounded, it ſhall be lawful for the Judge of the Admiralty, or his Surrogate, or the Judge of the Vice-Admiralty, within which the Ship ſhall arrive, upon Petition of the Maſter or Seamen, to call unto him ſuch as he ſhall be informed to be Adventurers, or Owners of the Ship and Goods, and by Advice with them to raiſe upon the Owners and Adventurers by Proceſs of the Court, ſuch Sums of Money, as himſelf, with the major Part of the Adventurers or Owners preſent, ſhall judge reaſonable, not exceeding two *per Cent.* of the Ship and Goods, according to the firſt Coſt of the Goods by the Invoice (which the Owner or his Factor is to produce) or by the Oath of the Owner, or his Correſpondent, which Money ſhall be paid to the Regiſter of the Court, who ſhall receive 3*d.* in each Pound, thence to be diſtributed amongſt the Captain, Maſter, Officers, and Seamen of the ſaid Ship, or Widows and Children of the Slain, according to the Direction of the Judge, with the Approbation of three or more of the Owners or Adventurers, who ſhall proportion the ſame unto the Ship's Company, having ſpecial Regard unto the Widows and Children of ſuch as ſhall have been ſlain, and to ſuch as ſhall have been wounded or maimed.

Ditto, S. 11. In caſe the Company belonging unto any *Engliſh* Merchant Ship, ſhall take any Ship which ſhall firſt have aſſaulted them, the

the Officers and Mariners ſhall, after Condemnation of ſuch Ship and Goods, have ſuch Part thereof as is practiſed in private Men of War.

Ditto, S. 12. If any Captain, Maſter, Mariner, or other Officer belonging to any Ship, ſhall wilfully caſt away, burn, or deſtroy the Ship, or procure the ſame to be done, he ſhall ſuffer Death as a Felon.

This laſt Sect. *is the ſame* per 1 Ann. *St.* 2. *Cap.* 9. *and is ſomething enlarged by* 11 Geo. I. *Cap.* 29. *Sect.* 5.

5 *Geo.* II. Cap. 20. S. 2. No Commander of any Ship outward-bound, ſhall receive on board any Gun-powder, either as Merchandize or Store for the Voyage, (except for his Majeſty's Service) before ſuch Ship ſhall be over-againſt *Blackwall*, upon Pain of forfeiting, for every fifty Pounds weight of Gun-powder 5*l.* and in Proportion for a leſſer Quantity.

Ditto, S. 3. The Commander of every Ship coming into the *Thames*, ſhall put on ſhore all Powder, either before the Arrival of ſuch Ship at *Blackwall*, or within twenty-four Hours after ſuch Ship ſhall come to an Anchor there, or at the Place of her unloading, upon Pain of forfeiting 5*l.* for every fifty Pounds weight of Gun-powder found on board, and in the like proportion for a leſs Quantity; and if any Gun-powder ſhall be found on board ſuch Ship above *Blackwall*, after the Time limited for unloading the ſame, the Commander of every ſuch Ship ſhall, for every fifty Pounds weight of Gun-powder forfeit 5*l.* and in Proportion for a leſſer Quantity.

Ditto, S. 4. If any Commander or other Officer of any Ship, (except his Majeſty's Ships) ſhall, while ſuch Ship ſhall be in the River of *Thames*, between *London-Bridge* and *Blackwall*, keep any Gun ſhotted, or ſhall fire, or permit to be fired, any Gun on board ſuch Ship, before Sun-riſing, or after Sun-ſetting, ſuch Commander, or Officer, ſhall, for every ſuch Gun ſo kept ſhotted, forfeit 5*s.* and for every Gun ſo fired 10*s.* And if any Commander, or other Officer of any Ship, or any other Perſon on board, ſhall, while ſuch Ship ſhall be in the River, between *London-Bridge* and *Blackwall*, permit to be heated, or melted on board ſuch Ship, any Pitch, Tar, Roſin, or other combuſtible Matter, every Perſon ſo offending ſhall forfeit 5*l.*

Ditto, S. 5. It ſhall be lawful for the Maſter, Wardens, and Aſſiſtants of the *Trinity-Houſe*, by Inſtrument under their common Seal, to authorize an elder Brother to go in a Boat between Sun-riſing and Sun-ſetting, to any Ship, and to go on board the ſame (his Majeſty's Ships always excepted) in order to ſearch for Powder, Guns ſhotted, and the heating and melting combuſtible Matters, within the Limits wherein ſuch Offences are prohibited; and if the Commander or other Officer in ſuch Ship, ſhall, upon Demand, refuſe to permit any Perſon ſo authorized, to come on board ſuch Ship, and make due Search, every ſuch Commander, or Officer, ſhall forfeit 5*l.*

Ditto, S. 10. In caſe any Ship ſhall be laid up or moored in *St. Saviour's-Dock* (except ſuch Ships as ſhall be loading, or delivering their Cargoes, and except ſuch Ships, not exceeding two at one Time, as ſhall lie at *Ship-Wright-Yard*, at the North-weſt Corner of the Dock, during the Time ſuch Ships ſhall be repairing) the Maſter of every ſuch Ship, ſhall forfeit for every Day ſuch Ship ſhall ſo continue to be laid up and moored 20*s.*

13 *Geo.* II. p. 395. Every Perſon herein mentioned, ſhall be exempted from being impreſſed into his Majeſty's Service, that is to ſay, every Perſon being of the Age of fifty-five Years, or under eighteen Years, and every Foreigner whether Seaman or Landman, who ſhall ſerve in any Merchant Ship or Privateer, belonging to the Subjects of *Great-Britain*.

Ditto, p. 396. Every Perſon of what Age ſoever, who ſhall uſe the Sea, ſhall be exempted from being impreſſed for the Space of two Years, to be computed from his firſt going to Sea; and every Perſon who having uſed the Sea, ſhall bind himſelf Apprentice to ſerve at Sea, ſhall be exempted for the Space of three Years, to be computed from the Time of binding.

20 *Geo.* II. p. 835. The Preamble to the following Act obſerves, that by one made the 7 and 8 *Will.* III. certain Encouragements were given for Seamen to regiſter themſelves for his Majeſty's Service; and if any ſuch ſhould by Age or other Accidents be diſabled for future Service, and ſhould not be able to maintain themſelves comfortably, and the Children of ſuch diſabled Seamen, and the Widows and Children of ſuch of them as ſhould be killed or drowned in the Sea Service, were to be provided for in the Royal Hoſpital at *Greenwich*, ſo far as the

p. 836. ſaid Hoſpital ſhould be capable to receive them, and the Revenue thereof would extend; and for the better Support of the ſaid Hoſpital, 6*d.* *per* Month is by the ſaid Act to be al-

lowed out of the Wages of every Seaman in the Merchant's Service, as well as in the Navy, and that ſo much of the ſaid Act, as relates to the Regiſtering of Seamen, was repealed by an Act of 9 *Ann.* whereby every Seaman in the Navy (though not regiſtered) is intitled to the Benefits of the ſaid Hoſpital; and that by an Act of 10 *Ann.* any Seaman is to be conſidered as fully qualified for an Admiſſion into the ſaid Hoſpital, who ſhall produce a Certificate of his having been hurt and diſabled for Sea Service, in defending any Ship of the Subjects of this Kingdom againſt an Enemy, or in taking any Ship from an Enemy. And that by an Act of 8 *Geo.* I. every Seaman on board a Merchant Ship, who ſhall be maimed in Fight againſt any Pirate, is to be admitted into the ſaid Hoſpital, preferable to any other Seaman, diſabled merely by Age: And that by an Act of 8 *Geo.* II. Seamen on board any Merchant Ship, who ſhall be maimed in Fight againſt an Enemy, ſhould be admitted into the ſaid Hoſpital, in like manner as any other Seamen, wounded or diſabled in his Majeſty's Service: And whereas the ſaid Hoſpital is not capable to receive, nor the Income thereof ſufficient to provide for the Seamen in the Service of the Navy, intitled to the Benefits thereof, ſo that the Seamen in the Merchants
p. 837. Service, maimed and diſabled in Fight, and proper Objects of Charity, have ſeldom or never been admitted into the ſaid Hoſpital; and as there is no Proviſion made by either of the ſaid Acts, for ſuch Seamen in the Merchants Service, as are diſabled by accidental Misfortunes, or for thoſe worn out by Age, or for the Widows or Children of ſuch as ſhall be killed or drowned in the ſaid Service, and as the Seamen in the ſaid Service are willing to allow 6*d.* *per* Month out of their Wages, to be applied for the Relief of ſuch as ſhall be diſabled or worn out by Age, and of the Widows and Children of thoſe killed in the ſaid Service; and as they have, during the Courſe of this War, manifeſted their Courage, and deſerve all due Encouragement; and the eſtabliſhing the ſaid Charity will tend to the Honour and Good of the Public, it is enacted, that *Alexander Hume*, *John Briſtow*, *John Bance*, Eſqrs. *&c.* and their Succeſſors, to be elected in the Manner hereafter appointed, ſhall be one Body Corporate and Politic, by the Name of *The Preſident and Governors for the Relief and Support of ſick, maimed, and diſabled Seamen, and of the Widows and Children of ſuch as ſhall be killed, ſlain, or drowned in the Merchant's Service*, and that by the ſame Name of *The Preſident and Governors*, they ſhall have perpetual Succeſſion, and a common Seal, with Power to alter the ſame as often as they ſhall judge expedient; and by the ſame Name may ſue and be ſued, plead and be impleaded, *&c.* in all Courts of Record and Places of Judicature within this Kingdom; and that they and their Succeſſors may receive and enjoy in Truſt for the Purpoſes of this Act, all ſuch Sums of Money as are granted, and ſhall be raiſed by Virtue of this Act, or ſhall be contributed or bequeathed by well-diſpoſed Perſons; and may at any time hereafter, without Licence in Mortmain, purchaſe or receive any Lands, Tenements, or Hereditaments, or any Eſtate or Intereſt therein, ſo that the ſame be only for the Scite of, or to be converted into an Hoſpital, with Offices, and Appurtenances, neceſſary for the ſaid Purpoſes.

The Preſident and Governors ſhall provide in the ſaid Hoſpital, for the Reception of Seamen rendered incapable of Service, or ſhall allow them certain Penſions, or otherwiſe, as they ſhall think moſt for the Advantage of the ſaid Charity; and ſhall alſo relieve the Widows and Children of ſuch Seamen as ſhall be killed or drowned in the ſaid Service, provided ſuch Children are not of the Age of fourteen; or if of that Age or upwards, they are incapable of getting a Livelihood, by Reaſon of Lameneſs, Blindneſs, or other Infirmities, and are proper Objects of Charity; and ſhall make reaſonable Allowance to thoſe who ſhall loſe an Eye, or Limb, or be otherwiſe hurt in fighting, defending, or working the Ships in which they ſerve, or in loading or unloading the Cargoes, or otherwiſe howſoever in doing their Duty, in proportion to the Damage they ſhall receive, ſo far as the Revenues will extend for the ſaid Purpoſes, according to ſuch Rules, Orders, and Regulations, as ſhall be eſtabliſhed in purſuance of this Act. p. 839.

No Seaman in the ſaid Service ſhall be intitled to any of the Benefits of this Act, unleſs he ſhall produce a Certificate of the Hurt, *&c.* received, to the Preſident, Aſſiſtants, and Committees, herein after named, from the Maſter, Mate, Boatſwain, and Surgeon, or ſo many of them as were in the Veſſel, to which he belonged at the Time of receiving ſuch Hurt; or of the Maſter, and two of the Seamen, if there is no other Officer; or in caſe of the Death of the Maſter, then of the Perſon who ſhall take upon him the Care of the Veſſel, and two of the Seamen on board, under their Hands and Seals, ſignifying how and in what manner he received ſuch Hurt, where and when he entered, and how long he had ſerved on board; and the Parties giving ſuch Certificates, ſhall make Oath of the Truth of the Contents before p. 840.

fore ſome Juſtice, if given in any of his Majeſty's Dominions, or the chief Officer of the Cuſtoms of the Place where there is no Juſtice, or before the *Britiſh* Conſul, or Reſident in any foreign Country where ſuch Certificate is executed (who are to adminiſter the ſame without Fee;) and in caſe of Sickneſs, whereby ſuch Seamen ſhall be rendered incapable of Service, a Certificate in like manner, ſignifying that he was healthy when he entered on board, and that the ſame was contracted in doing his Duty in the Service of the Ship, and not otherwiſe; and no Widow or Children of any Seaman, killed or drowned in the ſaid Service, ſhall be intitled to any Allowance by Virtue of this Act, unleſs they ſhall produce a Certificate, authenticated in like manner, ſignifying how ſuch Seaman loſt his Life in the Service of the ſaid Ship, the Time and Place he entered on board, and how long he had ſerved therein; and alſo another Certificate under the Hands and Seals of the Miniſter, and Church-wardens, and Overſeers of the Poor of the Pariſh or Townſhip, or any two of them, or of the Miniſter and Overſeers of the Poor where there are no Church-wardens (and if ſuch Widows or Children are Quakers, then under the Hands of two reputable Perſons of that Perſuaſion) of the Place where ſuch Widow or Children have a legal Settlement, or reſide, to be atteſted by two or more credible Witneſſes, that ſhe was the lawful Wife, and they the Children of ſuch Seaman, and under the Age of fourteen; or if of that Age or upwards, not capable of getting a Livelihood, by reaſon of Lameneſs, Blindneſs, or other Infirmities, and are proper Objects of Charity; and no Seaman ſhall be provided for by a Penſion, or otherwiſe, as decrepit or worn out, unleſs he ſhall have ſerved five Years in the Merchants Service, and paid *6d. per* Month out of his Wages for that Time, for the Purpoſes of this Act.

p. 841.

If any Perſon ſhall forge, counterfeit, alter, or unfairly obtain any ſuch Certificate, the ſame, upon Diſcovery thereof, ſhall be null and void, and the Perſon applying for Relief, ſhall be for ever incapable of receiving any Benefit from this Act, and ſhall be puniſhed as an incorrigible Rogue.

For the more conſtant and ordinary Management of the Monies to be raiſed for the Purpoſes aforeſaid, there ſhall be for ever hereafter, from time to time, a Preſident, and twenty-one Aſſiſtants, and Committees of the ſaid Corporation; and *Henry Norris*, ſenior, Eſq; ſhall be the firſt Preſident, and *Alexander Hume*, Eſq; Sir *Peter Thompſon*, Knt. *Robert Nettleton*, *Robert Thornton*, *John Smith*, *Peter du Cane*, *Joſias Wordſworth*, *Joſeph Fawthrop*, Eſqrs. *Joſiah Chitty*, *Henry Norris*, jun. *William Black*, *John Hanbury*, *John Weyland*, *Robert Dingly*, *Thomas Hyam*, *James Brogden*, *Stephen Theodore Janſſen*, *John Thomlinſon*, Merchants; Maſter *Thomas Bennett*, Maſter *John Canham*, Maſter *Adam Spencer*, the twenty-one Aſſiſtants or Committees.

p. 842.

The ſaid Preſidents and Aſſiſtants before named, ſhall continue ſo to be till the 24th of *June*, 1748, on which Day yearly, or within five Days before or after (ten Days Notice being firſt given in the *London Gazette*, of the Day fixed by the General Court of the ſaid Preſident and Governors) a new Election of a Preſident and twenty-one Aſſiſtants ſhall be made for the Year following, and taken by the ſaid Preſident and Governors then preſent.

At all General Courts of the Preſident and Governors, and at the ſeveral full Courts of Aſſiſtants, the Preſident ſhall have a Vote, and act as a Member; and in caſe of an Equality of Votes, ſhall have the caſting Voice.

There ſhall be four General Courts at leaſt, held every Year, *viz.* on the 24th of *June*, the 29th of *September*, the 25th of *December*, the 25th of *March*, or within five Days before or after either of the ſaid Days, of which ten Days Notice ſhall be given in the *London Gazette*; and the Preſident and Aſſiſtants may call a General Court at any other Time, as the Affairs of the Corporation ſhall require, or at the Requeſt of thirteen Members, ſignifying the ſame by Writing under their Hands; provided Notice be given as aforeſaid of the Time and Place of Meeting.

p. 843.

The Preſident, with five or more of the Aſſiſtants, ſhall make a full Court of Aſſiſtants, or Committees; and ſhall meet upon *Wedneſdays* weekly, in or near *London*, or at ſuch other Time and Place as they ſhall appoint; and ſuch Court when aſſembled, ſhall have Power to apply the Monies ariſing by this Act, for the Relief of ſuch Seamen, and their Widows and Children, as are before deſcribed; and to lay out the Surplus thereof, and any Monies contributed by well-diſpoſed Perſons, in Parliamentary Securities, or in the Purchaſe of ſuch Lands, *&c.* as are before allowed; and under their common Seal to enter into any Contracts for the Purpoſes aforeſaid, for the better carrying on the ſaid Charity; and to appoint and remove at Pleaſure any Officers and Servants, or other Perſons employed (except ſuch Officers and Perſons as are directed to be choſen at a General Court of the Corporation) and appoint ſuch Salaries, Perquiſites,

or other Rewards for their Service, as they ſhall think proper; and to tranſact and determine all ſuch Matters, as ſhall appear to be neceſſary for the effecting the Purpoſes hereby intended.

The Management and Accounts of the Preſident and Aſſiſtants, ſhall be liable to ſuch Audit and Inſpection, Allowance, Diſallowance, and Controul of all or ſuch of the Members, as by any By-laws of the Corporation ſhall be appointed.

p. 844. There ſhall be a Receiver of the Corporation, who ſhall be choſen by a Majority of the Preſident and Governors in a General Court as aforeſaid, who ſhall be allowed ſuch Salary as they ſhall think proper, and be removed at Pleaſure, and another Perſon choſe in his Room.

If any Vacancy ſhall happen by Death, or Removal of any Perſon choſen at a General Court, it ſhall be filled up at a General Court of the Preſident and Governors, after ten Days Notice given of ſuch Election in the *London Gazette*.

For keeping up a competent Number of Members, and for perpetuating the Succeſſion thereof, and for filling up the Places of Preſident and Aſſiſtants, the Preſident and thirteen Governors, preſent at a General Court to be held as aforeſaid, ſhall elect other fit Perſons to be Members in the Room of ſuch of the Perſons above named, or to be from time to time elected Members, who ſhall die, or refuſe to accept of, or continue to be Members.

The Preſident and thirteen Governors, aſſembled in a General Court, may make and conſtitute ſuch By-laws, *&c.* as ſhall ſeem neceſſary for the eſtabliſhing the ſaid Corporation, and the Officers, Servants, and Perſons employed by them; and p. 845. for the applying the Money, and providing for the Perſons intitled to the Benefit of this Act; and for the auditing the Accounts, and the controlling, allowing, or diſallowing the Tranſactions of the ſaid Preſident and Aſſiſtants, and of the Officers, Servants, and Perſons; and for putting the ſaid Laws in Execution, and for revoking and altering the ſame at Pleaſure; which By-laws, *&c.* ſhall be duly obſerved, ſo as they be reaſonable, and not repugnant to the Statutes, Cuſtoms, or Laws of this Kingdom, or any of the expreſs Regulations of this Act.

If the Preſident ſhall at any Time not attend, the Court of Aſſiſtants, or Governors at a General Court, ſhall depute any other Member to preſide and act as Preſident in his Abſence, and to do all other Acts and Things at the ſaid Courts, as the Preſident is impowered and required to do.

For the Encouragement of Benefactors to ſo good a Deſign, it is enacted, That if any Perſon ſhall at one or more Payments contribute 50*l.* for the Purpoſes of this Act, he ſhall be declared a Governor of the ſaid Corporation.

Every Seaman, or Perſon employed p. 846. in any Veſſel belonging to a Subject of *England* and every Maſter or Owner navigating the ſame (other than ſuch Apprentices under the Age of eighteen, as are exempted from Payment of 6*d. per* Month to the Hoſpital at *Greenwich*, by an Act of 2 *Annæ*, and Perſons employed on the Coaſt of *England*, in taking of Fiſh brought freſh on ſhore; and Perſons employed in Boats or Veſſels that trade only from place to place within any River in *England*, or in open Boats upon the Coaſts thereof) and Pilots employed on board Veſſels, ſhall, after the 29th of *September*, 1747, pay 6*d. per* Month, and proportionably for a leſſer Time, during their Employment, for the Purpoſes aforeſaid.

The Maſter, Owner, or Commander of every Veſſel, is to deduct out of the Wages, *&c.* of every ſuch Seaman, *&c.* (except as before excepted) the ſaid Duty of 6*d. per* Month, and ſhall pay the ſame to ſuch Receivers as the Preſident and Governors, or the Truſtees of the Out-ports, ſhall appoint, if ſuch Seamen, *&c.* ſhall have, or be intitled to any Wages, Shares, or Profits.

The Preſident and Governors, at a p. 847. full Court of Aſſiſtants, ſhall appoint one or more Receivers of the ſaid Duty at the Port of *London*; and alſo depute the Collectors or other Officers of his Majeſty's Cuſtoms, in the ſeveral Out-ports of *England*, or other Perſons, to receive the ſame there (except in ſuch Out-ports where ſeparate Truſtees ſhall be appointed by virtue of this Act) and the ſaid ſeveral Receivers are required to collect and pay over the ſaid Duty, according to the Inſtructions in Writing, which ſhall, from time to time, be ſent them by the Preſident and Governors; for which Allowances ſhall be made them out of the ſaid Duties, as the Preſident and Governors ſhall think fit.

Every Maſter, or other Perſon navigating, or having the Care of any Merchant Veſſel, ſhall keep a Book by way of Muſter-roll, in which ſhall be entered his own, and the Names of the Perſons employed on board, with the uſual Place of their Abode when on Shore; and over againſt each Name the Time and Place of entering into ſuch Service, and in what Ship he performed his laſt Voyage; a Duplicate whereof ſhall be ſigned by the ſaid Maſter, or other Perſon having the Care of ſuch Veſſel, and ſhall be delivered,

delivered, before her Departure, to the Collector of the ſaid Duties, at the Port to which ſhe belongs; and the ſaid Maſter, *&c.* ſhall keep ſuch a Muſter-roll during the Voyage, and ſhall enter when and where any Perſon ſhall be diſcharged from, or ſhall leave or deſert ſuch Veſſel, and others ſhipped on Board, deſcribing them as before directed; and when and where any of them received any Hurt or Damage, or were killed or drowned; a Duplicate whereof ſhall be ſigned and delivered as aforeſaid, at the Ship's Return to the Port to which ſhe belongs; true Copies whereof ſhall be made, and filed by the Collectors, and the original Duplicates tranſmitted by them to the Preſident and Governors, to be filed and kept by ſuch Officer as they ſhall appoint: And the ſaid Maſters and Receivers, *&c.* in Default of any of the Premiſſes, ſhall ſeverally forfeit 20*l.* ſterling for every ſuch Offence.

p. 848.

For the better Diſcovery of what ſhall be due from Perſons ſerving on Board Merchant Ships, *&c.* the Collectors ſhall ſummon, by Warrant under their Hands, all ſuch Maſters, *&c.* or (in their Abſence) the Owners of ſuch Veſſels, to appear at their Office (ſo as they be not obliged to travel above ten Miles for the making ſuch Appearance) and to examine them upon Oath (which Oath the ſaid Collectors are to adminiſter) to the Truth of the Copy of ſuch Muſter-roll, and the Number and Times of Service of each Perſon chargeable with the ſaid Duty; and upon their Refuſal to appear, or make Oath as aforeſaid, they ſhall be fined 20*l.* ſterling.

p. 849.

For the more eaſy and effectual collecting the ſaid Duty from the Maſters, *&c.* of Merchant Veſſels employed in the Service of his Majeſty, the Secretaries or chief Clerks of the publick Officers of the Crown, uſually hiring, *&c.* Veſſels for that Service, ſhall deliver a Duplicate of the Liſt of the Numbers and Names of ſuch Ships, and of the Maſters and Owners thereof reſpectively, and of the Seamen, *&c.* to the Collectors of the ſaid Duty at the Port of *London*, or Out-ports to which they ſeverally belong, as is by an Act of 2 *Geo.* II. to be delivered to the Collector of the Port of *London*, of the Duty of 6*d.* *per* Month given to the Royal Hoſpital at *Greenwich*; and the ſaid Secretaries and other Officers belonging to the ſaid Offices, and Maſters, *&c.* of ſuch Veſſels, ſhall do every other Act for the due Payment of the Duty, as is required to be done by the ſaid Act of 2 *Geo.* II. for the Payment of the Duty of 6*d.* *per* Month to the ſaid Royal Hoſpital, and ſhall be liable to the like Penalties and Forfeitures for any Defaul: herein.

p. 850.

Every Maſter, *&c.* liable to the Payment of the ſaid Duty, ſhall pay all ſuch Monies as ſhall, from time to time, be due, to the Collectors appointed, at the Port only to which ſuch Veſſel does belong, and before ſuch Veſſel ſhall be cleared inwards, by the Officers of the Cuſtoms in any of the Ports of *England*; and no Officer of the Cuſtoms ſhall clear inwards any Merchant Ship liable to the ſaid Duty, or grant any Warrant, Cocket, Tranſire, Return, or Diſcharge, or ſuffer ſuch Veſſel to go out of Port, until the Maſter, *&c.* ſhall produce a Certificate from the Receiver, of the ſaid Duty being fully paid, and that he is not more than three Months in Arrear for the ſame, or that he is exempted from the Payment of the ſaid Duty, by virtue of the Exceptions herein contained; and the Perſons making Default in any of the Premiſſes, or acting contrary to the Directions before-mentioned, ſhall forfeit 20*l.* ſterling, for every ſuch Offence.

p. 851.

If the Maſter, *&c.* ſhall not produce ſuch Certificate to the Tide-Surveyor, when he ſhall come on board to clear ſuch Veſſel, the Tide-Waiters ſhall be continued on board at the Expence of ſuch Maſter, Owner, or Commander, until ſuch Certificate is produced.

In all Caſes where an Oath is required to be taken, the ſolemn Affirmation of *Quakers* ſhall be accepted inſtead thereof; and if any *Quaker* ſhall refuſe to make ſuch Affirmation, he ſhall be ſubject to the like Forfeitures and Penalties, as any other Perſon refuſing to take an Oath is liable to by this Act; and any Perſon convicted of falſe Affirming or Swearing, before any Collector, *&c.* hereby authorized to adminiſter Oaths, he ſhall ſuffer Penalties, *&c.* as Perſons convicted of wilful and corrupt Perjury, are by the Laws of *England* liable to.

p. 852.

The Charges and Expences of obtaining this Act ſhall be paid out of the firſt Monies to be raiſed and contributed by virtue hereof at the Port of *London.*

From and after the 24th of *June*, 1747, the Owners, and Maſters of Veſſels belonging to Perſons reſiding at any of the Out-ports of this Kingdom, may meet within the Limits of the ſaid Ports at any proper Time and Place, appointed by five or more of them, by giving ten Days previous Notice, to be fixed at the Cuſtom-houſe Wharf, Kay, or other publick Place, at ſuch Out-port; and may from time to time, appoint by an

p. 853.

Inſtru-

Inſtrument in Writing under their Hands and Seals, fifteen Perſons to be Truſtees for ſuch Out-port, for receiving and applying the ſaid Duty of *6d. per* Month, at ſuch Out-port for the Relief of the Seamen employed on board the Veſſels belonging to ſuch Perſons reſpectively, and ſuch of their Widows and Children, as ſhall be entitled thereto by this Act; and the ſaid Truſtees ſhall continue to the 26th of *December*, next after ſuch Election, and until new Truſtees are nominated and confirmed; and within ten Days after every 26th of *December* yearly, the ſaid Owners and Maſters ſhall meet and appoint in like manner fifteen Perſons to be Truſtees for the Year enſuing, and the ſaid Truſtees ſhall continue until new ones are elected and confirmed; and the ſaid Inſtrument ſhall be ſent to the Preſident and Aſſiſtants, who are to confirm the ſame under the common Seal of the Corporation, without Fee or Reward, within ten Days after the Receipt thereof: And the ſaid Truſtees, when ſo confirmed, (five whereof ſhall be a *Quorum*) ſhall be veſted with the ſame Powers to make By-laws and to revoke or alter the ſame, and for receiving and applying Benefactions, and for appointing Receivers and other Officers, for collecting and applying the ſaid Duty, as are given to the Preſident and Governors aforeſaid, according to ſuch Rules, Orders, and Regulations, as ſhall be eſtabliſhed in purſuance of this Act; and the ſaid Receivers and other Officers ſhall have the ſame Powers, as other the Receivers and Officers before appointed, and ſhall be liable to the ſame Penalties and Forfeitures.

And whereas by Letters Patent, bearing Date the 18th of *December*, in the ſixth Year of the Reign of King *Edward* VI. certain Merchants therein named, and their Succeſſors, reſiding at the Port and City of *Briſtol*, are incorporated by the Name of *The Maſter, Wardens, and Commonalty of Merchants-Venturers of the City of* Briſtol; which Society is willing, for the Benefit of the Seamen employed in the Service of the Merchants, *&c.* belonging to the ſaid City and Port, to undertake the Collection and Application of the ſaid *6d. per* Month, payable there, and of any Donations of well-diſpoſed People; it is therefore enacted, That the Maſter, Wardens, Aſſiſtants, and Treaſurer of the ſaid incorporated Society, for the time being, ſhall be Truſtees, and ſhall be veſted with the like Powers, *&c.* for collecting, recovering, and applying, *&c.* the ſaid Duty and any Donations at the ſaid City and Port; and for appointing Receivers and other Officers for the ſaid Purpoſes as are granted by this Act to the Preſident and Governors aforeſaid, according to ſuch Rules, Orders, and Regulations, as are, or ſhall be eſtabliſhed by Virtue of this Act; and ſuch Receivers and other Officers, ſhall have the ſame Powers, *&c.* as thoſe to be appointed in purſuance of this Act, and ſhall be ſubject to the like Penalties and Forfeitures; and the ſaid Maſter, Wardens, Aſſiſtants, and Treaſurers, ſhall alſo have Power to take and receive any Lands, Tenements, and Hereditaments in ſuch Manner, and for the like Purpoſes only as the ſaid Preſident and Governors are by this Act impowered to take and receive.

p. 854. p. 855.

And whereas the Guild of Maſters and Pilots, Seamen of the *Trinity-Houſe* of *Kingſton* upon *Hull*, are willing for the Benefit of the Seamen employed in the Service of Merchants, *&c.* belonging to the ſaid Town and Port, to undertake the Collection and Application of the ſaid Duty and any Donations of well-diſpoſed People there, it is therefore enacted, That the ſaid Guild of Maſters and Pilots, Seamen of the *Trinity-Houſe* of the Town and Port of *Kingſton* upon *Hull*, for the time being, ſhall be Truſtees, and ſhall be veſted with the like Powers for collecting, recovering, and applying, *&c.* the ſaid Duty and any Donations, and for appointing Receivers and other Officers, as are granted by this Act to the Preſident and Governors aforeſaid, according to ſuch Rules, Orders, and Regulations as are or ſhall be eſtabliſhed by virtue of this Act; and ſuch Receivers and other Officers ſhall have the ſame Powers, *&c.* as thoſe to be appointed in purſuance of this Act; and ſhall be ſubject to the like Penalties and Forfeitures.

p. 856. Nothing herein contained ſhall oblige the Receivers or Collectors of the ſaid Duty, who ſhall be appointed by the Truſtees of any of the reſpective Out-ports, to ſend Duplicates of the Muſter-rolls (directed to be delivered to them by the Maſter, or Perſon having Care of any Veſſel) to the ſaid Preſident and Aſſiſtants, but ſuch Duplicates, after making and filing Copies thereof, ſhall be delivered by ſuch Collectors, *&c.* to the ſaid Truſtees reſpectively, to be by them kept for their Uſe.

No Seaman, *&c.* in the Merchants Service, ſhall be intitled to any Benefit from this Act at the Port of *London*, or any Out-port, but thoſe who are liable to, and ſhall pay the ſaid Duty, at the ſaid Ports reſpectively.

Thoſe Seamen who ſhall have been longeſt in the ſaid Service, and contributed moſt towards the ſaid Duty, ſhall be firſt provided for as worn out or decrepit.

If any Seaman or other Perſon employed on board any Veſſel, ſhall, in the Diſcharge of his Duty, either on Shore or on Board, break any Limb, or be otherwiſe hurt, ſo that immediate Care is neceſſary to be taken of him, the Preſident and Governors of the Port

Port of *London*, and the reſpective Truſtees for the Out-ports, ſhall provide proper Relief for ſuch Perſon, until he ſhall be ſo well recovered of ſuch Hurt, as to be removed and ſent with Safety to the Port to which ſuch Veſſel does belong; and the Expence thereof, not exceeding 2*d. per* Mile, ſhall be paid by the Preſident and Governors at the Port of *London*, or by the Truſtees for the Outport to which ſuch Perſon ſhall be ſent. p. 857.

If any Seaman or other Perſon ſhall ſerve five Years or more in the Merchants Service, and ſhall have paid the 6*d. per* Month for that Time, and ſhall be adjudged by the Preſident and Aſſiſtants, or the reſpective Truſtees, a proper Object of Relief, he ſhall be provided for at the Port where he ſhall have paid the greateſt Part of the ſaid Duty, for the laſt five Years of his Service.

If it ſhall happen that Seamen employed in the Merchants Service, within the Limits of this Act, ſhall be ſhipwrecked, or taken by the Enemy, and on their Return from Impriſonment may be travelling with Paſſes to the Place of their Abode, the Preſident and Governors, and the reſpective Truſtees, may relieve them in ſuch Manner as they ſhall think proper.

Where Certificates directed to be produced by this Act cannot be obtained, ſuch other Certificates as ſhall be ſatisfactory to the Preſident and Governors, or Truſtees reſpectively, ſhall be admitted to intitle the Party to the Penſions or other Relief provided by this Act.

And whereas the United Company of Merchants of *England* trading to the *Eaſt Indies*, have at their own Expence provided for ſuch Seamen employed by them, as have been rendered incapable of Service, and for the Widows and Children of ſuch as have been killed or drowned in their Service, and have eſtabliſhed a Fund for that Purpoſe, and are therefore deſirous that the Perſons employed in the ſaid Service, may be exempted from the Payment of the ſaid 6*d. per* Month; it is therefore enacted, That no Officer, Seaman, *&c.* of any Veſſel, employed in the Service of the ſaid Company, ſhall, during the Time of ſuch Service, be liable to the Payment of the ſaid Duty. p. 858.

No Officer or Seaman, *&c.* during his Employment in the Service of the ſaid Company, nor the Widows or Children of ſuch of them as ſhall be killed or drowned, ſhall be intitled to any Benefit by this Act, during the Time they ſhall be employed in the ſaid Service.

All pecuniary Forfeitures and Penalties incurred by virtue of this Act, ſhall be ſued for and recovered in any Court of Record in *England*, wherein no Eſſoin, Protection, Privilege, Wager of Law, or more than one Imparlance ſhall be allowed; and if a Verdict ſhall paſs for the Plaintiff p. 859. in any ſuch Action, he ſhall be allowed double Coſts; and one Moiety of the Forfeitures, *&c.* ſhall be applied to the Uſes of this Act, and the other to the Perſon who will ſue for the ſame in Manner aforeſaid.

This Act ſhall be deemed a publick Act, and be judicially taken Notice of as ſuch by all Judges and other Perſons, without ſpecially pleading the ſame; and all Actions or Suits which ſhall be commenced againſt any Perſon, for any thing done in purſuance of this Act, or in relation to the Premiſſes, ſhall be brought within three Months next after the Fact committed; and ſhall be laid in the County or Place where the Fact was done, and not elſewhere; and the Defendant may plead the General Iſſue, and give this Act and the ſpecial Matter in Evidence, and that the ſame was done in purſuance thereof; and if it ſhall ſo appear, or if ſuch Action, *&c.* ſhall be brought after the Time limited, or in any other County or Place, the Jury ſhall find for the Defendant; or if the Plaintiff ſhall become nonſuited, or ſuffer a Diſcontinuance of his Action, or Verdict ſhall paſs againſt him, the Defendant ſhall have double Coſts; and ſhall have ſuch Remedy for the ſame, as Defendants have for Coſts of Suit in any other Caſes by Law.

The Procuring the preceding *Act* is an Inſtance of the benevolent Regard our Merchants have for the future Support here at Home, of thoſe Seamen who ſhall ſuffer by valiantly defending their Property, either in Ship or Goods, and for the diſtreſſed Families of ſuch, who ſhall unhappily loſe their Lives in their Service; whilſt the following *Ones* ſerve no leſs to demonſtrate both Theirs, and the Government's indulgent Attention to ſecure a Sufficiency for them abroad, when reduced by Misfortunes to the Neceſſity of claiming it; and the charitable Diſpoſitions theſe Acts contain, plainly evince, as well the Prudence, as the Beneficence of the Promoters and Compilers of them, juſtly challenging our Tribute of Praiſe, for ſuch ſhining Inſtances of Tenderneſs and Compaſſion, in a comfortable Proviſion for the accidental Sufferings of the Brave, 'till now left deſtitute and diſregarded, I mean, by Law; for tho' the 22d and 23d *Car.* II. Cap. 11. Sect. 10. (before recited) provides ſomething for the maimed and ſlain, yet 'tis too ſmall to ſupply the Loſs of Limbs, or give Maintenance to the afflicted Relicts of a Sailor, untimely ſnatched away; 'tis therefore from thoſe Statutes only the Mariner muſt expect Redreſs, and a Reflection on their Exiſtence, will naturally encourage

courage him to deſerve their Protection, by a punctual Compliance with his Duty.

8 *Geo.* I. cap. 17. S. 1. It ſhall be lawful for Perſons authorized by the Majority of the *Britiſh* Merchants and Factors reſiding in *Portugal*, being aſſembled with the Conſul General, or his Deputy, in any of the Ports in *Portugal*, to recover from all Commanders of *Britiſh* Ships trading from *Great-Britain* or *Ireland*, or any other his Majeſty's Dominions, to any of the Dominions of the King of *Portugal*, the following Sums, *viz.* any Sum not exceeding 200 *Reis per* Ton on all tonage Goods (except Wheat, Barley, Rye, Coals, Timber, Boards, and Lumber) and 100 *Reis per* Ton on Wheat, Barley, *&c.* and 15 *per Cent.* on the Freight of all other Goods, exported from any of the King's Dominions, to any Place in the Dominions of the King of *Portugal*; and all Bills of Lading ſhall ſpecify to pay the Monies accordingly, under Denomination of Contribution, as *per* Act of Parliament; and the Perſons paying the ſame, ſhall be reimburſed by the Freighters, or the Perſons to whom the Goods ſhall be conſigned; and if no Bill of Lading ſhall appear, and no Freight or Tonage is ſettled between the Owner of the Goods and the Maſter of the Veſſel, the Freight or Tonage ſhall be valued by two indifferent *Britiſh Merchants* on the Place, one to be choſen by the Conſul General, and the other by the Maſter of the Ship, within ten Days after unlading the Goods; and if the Perſons ſo choſen ſhall not agree the ſame, in five Days, two ſuch Perſons ſhall chuſe a third (being a *Britiſh* Merchant on the Place) who ſhall decide the Valuation in three Days.

Ditto, S. 2. All Maſters of Ships trading from *Great Britain*, *Ireland*, or any other his Majeſty's Dominions, to the Dominions of the King of *Portugal*, and unloading there, ſhall within ten Days after their Arrival, deliver to the Conſul General, or Deputy Conſul, reſiding there, or to ſuch Perſon as ſhall be appointed, a Manifeſt upon Oath, ſpecifying the Particulars of the Cargo, or of ſuch Part thereof as ſhall be unloaded there, and to whom conſigned, which Oath the Conſul General, *&c.* is to adminiſter, *gratis.*

Ditto, S. 3. The Conſul General, or his Deputy, ſhall detain the Clearances outwards of all *Britiſh* and *Iriſh* Ships till Payment.

Ditto, S. 4. The Monies ſhall be applied in Manner following, *viz.* to the Miniſter reſiding there, 300 *Mill-Reis per Annum*, by equal Quarterly Payments, and the Remainder for the Relief of ſhipwreck'd Mariners, and other diſtreſſed Perſons, his Majeſty's Subjects, and to ſuch other charitable and public Uſes, as ſhall be appointed by the Majority of the *Britiſh* Merchants and Factors reſiding at *Liſbon*, and other Parts in *Portugal*, being aſſembled with the Conſul General, or any of his Deputy Conſuls.

Perſons formerly liable to pay the four *Reis per Mill*, ſhall, after Payment of the Sums required by this Act, be exempted from the ſame. Ditto, S. 5.

The Conſul General or his Deputy Conſuls, reſiding in *Portugal*, ſhall, as they ſee Occaſion, call a general Meeting of the *Britiſh* Merchants and Factors, and ſhall call ſuch Meetings as often as ſhall be deſired, by Writing under the Hands of any five *Britiſh* Merchants or Factors. Ditto, S. 6.

This ſhall be a publick Act, *&c.* S. 7.

An Act like the preceding one, was made for his Majeſty's Subjects trading to *Cadiz* and *Port St. Mary's*, ſpecifying, that any Sums of Money, not exceeding one Rial Plate *per* Ducat, ſhall be received from all Maſters of *Britiſh* and *Iriſh* Veſſels, trading to thoſe Places, on the Freight of Goods (except Tonage Goods) imported into the ſaid Ports, and on all Tonage Goods, any Sums not exceeding two Rials Plate *per* Ton, to be collected and diſpoſed of in the ſame Manner as directed for that raiſed in *Portugal*, and the other Part of this Act being *verbatim* like that, is here omitted to be repeated. 9 *Geo.* II. Cap. 25. S. 1, 2, 3, 4, 5, 6.

It ſhall be lawful for Perſons appointed by the Conſul, named for his Majeſty's Subjects trading to the Port of *Leghorn*, together with the Majority of the *Britiſh* Merchants and Factors there, to recover from all Commanders of *Britiſh* or *Iriſh* Ships, trading from any Part of his Majeſty's Dominions to the ſaid Port, any Sums not exceeding one *Livre per Ton* on all Tonage Goods imported into the ſaid Port, and all Bale Goods, not exceeding one third of a *Livre per* Bale, or Parcel: *to be recovered and applied with like Directions as in* 9 *Geo.* 2. Cap. 25. *for the Conſulage Duty at* Cadiz *and* Port St. Mary's. 10 *Geo.* II. Cap. 14, S. 1.

Mariners muſt help one another both at Sea and in Port, and never quit the Ship without leave from the Maſter, when ſhe is at Anchor. *Leg. Oleron.* Cap. 13. *& per Leg. Denmarc.*

If Mariners get drunk and wound one another, they are not to be cured at the Charge of the Maſter or

or Ship, as the Damage is not received in the Service of either; but if any of them are hurt, or taken ill, in doing their Duty, the Expence of their Cure the Ship muſt defray; and if his Diſorders render him unfit to continue on board, he ſhall be left on Shore, and have thoſe Accommodations and Aſſiſtance as his Caſe requires; and tho' the Ship muſt not be detained to attend his Recovery, yet if this happens afterwards, he ſhall have his full Wages, deducting only what the Maſter may have expended for him.

Leg. Oleron. Cap. 6.

Ditto, Cap. 1.

If Goods are thrown overboard in order to lighten, and by this Means ſave the Ship in a Storm, upon Proof thereof, by the Oaths of the Maſter, *&c.* he ſhall be acquitted, though the Ship, Freight, and Remainder of the Cargo, ſhall be brought into an Average, to make good what was ſo thrown away for the Preſervation of the whole.

Leg. Oleron. Cap. 11.

Though a Ship ſhould be ſeized for Debt, or otherwiſe become forfeited, the Mariners muſt receive their Wages, unleſs in ſome Caſes, where they are forfeited as well as the Ship; as in caſe of committing Piracy, with Letters of Marque, by reaſon of which all will be forfeited; but Lading of prohibited Goods on board, ſuch as Wool, *&c.* tho' it ſubjects the Ship to a Forfeiture, yet it diſables not the Mariner of his Wages; for the Sailors having honeſtly performed their Parts, the Ship is tacitly obliged for their Wages; but if the Ship periſhes at Sea they loſe their Wages, and the Owners their Freight: And this being the Marine Cuſtom, is allowed as well by the *Common* as *Civil Law.*

Conſolat. del *Mere.*

Roll's Abridg. Fol. 530.

Barretry of the Mariners is a Diſeaſe ſo epidemical, that it is difficult for a Maſter with the greateſt Care to prevent it, and tho' he may not really be faulty, yet the Law will always adjudge him ſo, and impute the Sailors *Offences* to his *Negligence*; and were it otherwiſe, the Merchant would be in a very dangerous Condition; and the Reaſons why a Maſter ſhould be reſponſible for his Crew, are, becauſe it is of his own chuſing, and under his Correction and Government, and on Ship-board know no other Superior but himſelf, and if they are faulty he may correct and puniſh them (in a moderate Manner) and juſtify the ſame by Law; and the Fact being proved againſt them, he may reimburſe himſelf out of their Wages.

Juſt. de ob.

Paſch. 11. *Jac.* in B. R.

Herne verſ. *Smith.* *Roll*'s Abridg. 533.

When Goods are once delivered to a Maſter, they are not ſubject to be attached in his Hands, nor can any Cuſtom whatſoever ſupport the ſame, for they are in Law as it were bailed to the Ship, until the Freight and all other Charges are paid; and it is very much doubted, whether an Attachment can be made in *London*, of any Goods lying on board Ship, in the River of *Thames* (which, though the Port of *London*) notwithſtanding Freight and all other Charges are paid off.

Mich. 27 *Car.* II. *per* L. C. J. *Hale.*

Commiſſioners of Bankruptcy iſſued a Warrant to ſeize Goods of a Bankrupt on board two Ships in *Topſham-Bay* in *Devonſhire*; the Goods were conſigned to Perſons in *Holland*, who had not paid the Bankrupt for them; the Maſters refuſed to deliver the Goods notwithſtanding the Warrant, which occaſioned the Commiſſioners coming to demand them, though they were ſtill refuſed.

Hill. 8. *Ann.* in Chancery.

Sir *Peter King* moved for an Order upon the Maſters for their Contempt.

The Court at firſt greatly doubted whether they could make an Order, in Aid and Aſſiſtance of the Warrant of the Commiſſioners of Bankruptcy, the Statute having veſted a large Power in them; beſides, the Perſons to whom the Goods are conſigned, would be indebted to the Creditors of the Bankrupt, which Creditors may recover by the Law of *Holland.*

Sir *Peter King.* We ſhall rather loſe the Goods than follow them into *Holland.*

Lord Chancellor. Their refuſing to deliver the Goods upon the Warrant, is no Contempt to this Court, though the Commiſſioners act under a Commiſſion under the broad Seal: The Maſters in this preſent Caſe have ſome Colour to detain the Goods; for upon a Delivery of them, they may be diſappointed of Freight, and the Aſſignees of the Commiſſion muſt ſtand in the ſame Place as the Bankrupt, and be ſubject to his Contract.

But however an Order was made upon the Maſters, to deliver the Goods upon the Payment of the Freight, and the Maſters to be indemnified by the Creditors againſt a Bill of Lading, which was ſent by the Conſignees.

I have now finiſhed the Subject of *Ships* and *Seamen*, which has been ſpun out to a great Length, by the neceſſary Quotations of Caſes and Laws, ſo intereſting a Topick calls for; and I think the omitting any of them, would have rendered the Diſcourſe defective: It is true the Lecture muſt be dry and taſteleſs, even to thoſe who uſe it for Information, and much more ſo, where it is not wanted; yet as ſuch Treatiſes

are not calculated to divert, but inſtruct, I have endeavoured to render it as conducive to this laſt Purpoſe as I am able, and hope it will prove ſo to thoſe who ſhall have Occaſion to uſe it; and I ſhall now, according to my propoſed Method, proceed to treat of other marine Affairs, ſuch as

Freight, Charterparties, Bills of Lading, Demorage, and *Bottomry.*

FREIGHT is the Sum agreed on for the Hire of a Ship, or Carriage of Goods, and muſt be paid in preference to all other Debts, for whoſe Payment the Goods ſtand engaged; but as thoſe are obliged to the Ship for her Hire, ſo is the Ship to the Owner of the Goods, in caſe of Damage or Waſte, through any Defect of the Veſſel or Sailors.

CHARTERPARTY (*Charta Partita, i. e.* a Deed or Writing divided) is the ſame in the Civil Law, with an Indenture at the Common Law: It ſettles the Agreement, as the BILLS OF LADING do the Contents of the Cargo, and binds the Maſter to deliver them well conditioned at the Place of Diſcharge, according to the Agreement; and for Performance, the Maſter obliges himſelf, Ship, Tackle and Furniture.

The taking a Ship to Freight, is the Hiring her of her Maſter or Owners, either in Part or the whole, and either by the Month, or for an *entire* Voyage, or by the Ton; and the *Contract*, reduced into a Writing commonly called a Charterparty, executed between the Freighter, and the Perſon who lets the Ship, and expreſſive of the different Particulars agreed on, as aforeſaid.

The Maſter or Owners generally covenant to provide both a Sufficiency of Tackle and Mariners, and to fit the Ship in every Reſpect for performing the Voyage agreed on; and the Merchant on his Part, ſtipulates to comply with the Payment promiſed for Freight, on Delivery of his Goods, and both oblige themſelves in Penalties for Non-compliance; the Nature and Form of which will be ſhewn in the ſubſequent Copy of a *Charterparty*, and the conſequent Security of a *Bill of Lading*, both which I have inſerted for my Reader's Government.

Per Leg. Nav. Rhod. Art. 19.

If there be a verbal Agreement only, and *Earneſt* given, and the ſame be broke off by the Merchant, according to the *Rhodian* Law, he loſes his *Earneſt*; but if the Owners or Maſter repent, they forfeit double.

Cro. Car. 383.

But by the *Common Law* of *England*, the Party damnified may bring his Action of the Caſe, and recover all Damages on the Agreement.

If by the Time appointed in the Charterparty, the Ship is not ready to take in, or the Merchant (after the Days of Demorage commonly granted) not ready to load, the Parties are at Liberty, and the ſuffering *one* hath his Remedy againſt the other by Action, to recompenſe the Damage.

Jure Mar. L. 2. Cap. 4. S. 3.

If Part of the Loading be on board, and ſome intervening Misfortune prevents the Merchant from ſhipping the whole in Time, the Maſter is at Liberty to contract with another, and ſhall have Freight by way of Damage for the Time that thoſe Goods were on board after that limited; for ſuch Agreements being of a conditional Nature, precedent a Failure as to a compleat Loading, will determine the ſame, unleſs afterwards *affirmed by Conſent*; and though it be no Prudence for every Merchant or Maſter to depart from the Contract, on a Noncompliance of Articles, yet it is the higheſt Juſtice, that Ships and Maſters ſhould remain free; for otherwiſe, by the bare Lading of a Caſk or Bale, they might be defeated of the Opportunity of Paſſage, or Seaſon of the Year.

Cro. Car. 383. 3 *Lev.* 283.

So on the other Hand, if the Veſſel be not ready, the Merchant may ſhip the Remainder of his Goods on board another, and diſcharge the firſt, and recover Damages againſt the Maſter or Owners for the reſt; this being grounded on the like Reaſon as the former.

Charterparties have always by the *Common Law* had a genuine Conſtruction as near as may be, and according to the Intention and Deſign, and not according to the literal Senſe of Traders, or thoſe that merchandize by Sea, yet *they* muſt be regularly pleaded; and therefore in an Action of Covenant or an Indenture dated the 9th *Oct.* 38 *El.* wherein was recited, *whereas by Indenture of Charterparty* dated *September* 8. 38 *Eliz.* between the Plaintiff and *Francis Cherry*; the Plaintiff having hired of him a Ship, for a Voyage to *Dantzick*, upon taking the Ship it was agreed between them, that the Ship ſhould be laden with Corn at *Dantzick*, and ſail from thence to *Leghorn*. Now by the ſaid Indenture, in Conſideration the Plaintiff had agreed, that the Defendant ſhould have the Moiety of

of Corn, *quod tunc fuit* (what it then was) or afterwards ſhould be laden in the Ship during the ſaid Voyage, the Defendant covenanted to pay the Moiety of the Money for the ſaid Corn, *quod tunc fuit*, or afterwards ſhould be laden, *&c.* and alledgeth *in facto* (in fact) that *Oct.* 9, 38 *Eliz.* the Ship was laden with 60 Laſts of Corn, and for not Performance of this Covenant, the Action was brought; the Defendant pleaded that the Deed was ſealed and delivered *Oct.* 28, 38 *Eliz.* *& quod ad tunc vel poſtea* (and which to that Time or afterwards) there was not any Corn laden there, and traverſeth the Delivery *Oct.* 9. or at any Time afterwards before the 28th *Oct.* 38 *Eliz.* and it was adjudged upon Demurrer, that in Regard the Plaintiff declared upon a Deed dated *Oct.* 9, 38 *Eliz.* it ſhall be intended to have its Eſſence and Delivery at that Time, and no other; and if he ſhould confeſs it to be delivered at any other Time, it would be a Departure from his Declaration, and the Word *tunc* is referred to the Delivery, and not to the Date; and if it were delivered ten Months after the Date, he ſhould not have the Benefit of the Corn laden before the Delivery: And therefore the Defendant was adjudged not to be charged with paying for any Corn before the Delivery of the Deed, the Words of the Deed being, that he ſhould pay for the Corn then laden, *&c.* which *(then)* is referred to the Time of the Eſſence of the Deed by the Delivery, and not to the Date.

2 *Cro.* 263. *Oſley* verſ. Sir *Baptiſt Hicks.*

Atkinſon contracted with *Buckle*, for the Carriage of an hundred Quarters of Barley, and promiſed to deliver unto him the hundred Quarters of Barley a Shipboard at *Barton* Haven in the County of *York*, to carry them for him, and for the Carriage thereof did promiſe to pay him ſo much; and *Buckle* promiſed to carry the ſame for him, and accordingly brought his Ship to the ſaid Haven, expecting there the Delivery of the hundred Quarters of Barley; but *Atkinſon* came not to deliver the ſame to him, whereupon *Buckle* brought his Action of the Caſe upon the Promiſe, and upon *non aſſumpſit* pleaded, had a Verdict and Judgment, which was affirmed upon a Writ of Error.

3 *Bulſt.* 152. 1 *Ro.* 312.

Covenant upon a Charterparty between *Bolton* Owner, and *Lee* and *Morgan* Merchants, Freighters of a Ship, let by *Bolton*, on Freight, for a Voyage to *Guinea* at 48*l.* *per Menſem*, and there was a mutual Covenant between the Parties, *& quemlibet eorum modo ſequente* (and either of them in the following Manner) and then divers Covenants follow, concerning the Ship's Tackle and Performance of the Voyage; and then a Covenant for the Payment of the Freight *(viz.)* when the Ship arrived at *Guinea*, the Freight then due, was, upon Notice, to be paid in *England*, and when ſhe arrived in *England*, the Reſidue, from the laſt Payment, was to be paid. And ſaith that at ſuch a Time, the Ship arrived, and that ſix Months and ten Days were then paſt, which came to ſo much, whereof Notice was given, and that after ſuch a Time the Ship arrived at *England*, and that the Freight for ſix Months, from the Time of the laſt Payment, came to 287*l.* 4*s.* and that the Defendant had not paid any of the Sums; upon which the Defendant demurred, and took theſe Exceptions to the Declaration.

1. For this, that the Action is brought againſt one of the Defendants only, omitting the other, *ſed non allocatur* (but not allowed) the Covenant being between them, *& quemlibet eorum* (and either of them) is joint, and ſeveral of every Part.

1 Mod. Caſ. 154. *Salk.* 393. pl. 2.

2. For that it appears upon Computation, the Plaintiff demanded more upon the firſt Breach than is due, by 30*s.* and leſs than is due upon the ſecond by 16*s.* and tho' that the firſt may be cured by the Jurors finding leſs, or by the Plaintiff's releaſing the Overplus, yet where he demands leſs than his due, it is incurable, and cited ſeveral Books there quoted for that Purpoſe *in aſſumpſit*, where, as in this Caſe, only Damages are to be recovered; and on the other Part was cited, *Cro. Jac.* 498. *Pemberton* v. *Shelton*, and 529 *Parker* v. *Curſon & Uxor*, See 2 *Levinz* 4 *Hulme & Sambers*; and 2 *Vent.* 129, *Welby & Philips. Hale* C. J. took a Difference between this Caſe of Covenant and Debt, and held, that after Verdict it had been cured without Queſtion; but upon Demurrer there may be ſome doubt, the Demurrer being general; but had the Demurrer been ſpecial, it had been ill and ruled Judgment, *pro Quer.* 2 *Levinz* 56, and 3 *Keble* 39 and 50. *Bolton* and *Lee.*

If Goods are fully laden on board, and the Ship hath *broke Ground*, and the Merchant on after Conſideration determines again to unload them, and not proſecute the Adventure, by the *Marine Law*, the Freight is due.

Ad *Leg. Rhod.*

And if the Ship in her Voyage becomes unable, without the Maſter's Fault, or that the Maſter or Ship be arreſted by any foreign Prince, or State, in her Voyage, the Maſter may either *mend his Ship or freight another*; but if the Merchant will

Judg. Oleron, Leg. ult. ad Rhod.

 not

Digeſt. *Paulus*, l. 14. c. 2. S. 10.

not conſent thereto, then the *Freight* becomes due, for ſo much as the Ship hath *earned*; otherwiſe the Maſter is liable for all Damages that ſhall happen: And therefore if that Ship, to which the Goods were tranſlated, periſhed, the Maſter ſhall anſwer; but if both the Ships periſh, then he is diſcharged: But in caſe of extreme Neceſſity, as that the Ship ſhould be in a ſinking Condition, and an empty Ship is paſſing by, or at hand, he may tranſlate the Goods; and if that Ship ſinks or periſhes, he is there excuſed; but then it muſt be apparent that that Ship ſeemed *probable* and *ſufficient*.

If a Maſter ſhall weigh Anchor, and ſail after the Time covenanted or agreed on for his Duparture, if any Damage happens at Sea after that Time, he ſhall refund and make good all ſuch Misfortune; yet if a *Charterparty* is made, that the Plaintiff ſhall ſail from *London* to *Liſbon*, with the firſt Wind and Opportunity, *&c.* in conſideration of which, the Merchant did covenant to pay ſo much for Freight; the Ship departs not with the firſt Wind and Opportunity, yet afterwards *breaks Ground*, and arrives at her Port, the Freight in this Caſe is become due; for there is nothing can bar the Ship of her Freight, but the not Departure, for only that in Law is traverſable, being material to avoid the Payment of the Freight; but to ſay the Ship did not depart with the next Wind, is but a Circumſtance, which, in ſtrictneſs of Laws is not traverſable.

Popham 161. *Palm.* 398. *Latch* 12. 49.

If it be agreed, that the Maſter ſhall ſail from *London* to *Leghorn* in two Months, and Freight accordingly is agreed on, if he begins a Voyage within the two Months, though he does not arrive at *Leghorn* within the Time, yet the Freight is become due.

2 *Vern.* 210.

The *Eaſt-India* Company might by Charter-party keep a Ship they had freighted a long Time in *India*, and did ſo keep her until ſhe was unfit for Service, and could not come home, they were obliged in *Chancery* to pay the Damage, tho' by the Charterparty it was payable at the Return of the Ship.

2 *Vern.* 212.

So where no Freight was to be paid for the Cargo *outwards*, but Freight for the Cargo *homewards*, and the Factor abroad had no Goods to load her homewards, Payment of the Freight was decreed.

And if a Ship is freighted to go to any Place to load, and on her Arrival there, the Factor cannot, or will not put any thing on board him, after the Maſter has laid the Days agreed on by Charterparty, and made his regular Proteſts, he ſhall be paid empty for full.

2 *Vern.* 727.

Though the Officers and Mariners gave Bond not to demand Wages, unleſs the Ship returned to *London*; ſhe arrived at a delivering Port, and afterwards was taken by the Enemy; they had their Wages to the delivering Port.

Leg. Relegatiſſ de pœnis & Leg. ult. de ſep. vio.

If a Ship is freighted from one Port to another, and thence to a third, fourth, and ſo home to the Port from whence ſhe firſt ſailed (commonly called a *trading Voyage)* this is all but one and the ſame Voyage, ſo as it be in conformity to the *Charterparty*.

Trin. 9 *Jac.* in C. B. *Rot.* 638. *Bright* v. *Cooper.* 1 *Brownl.* 21.

A Merchant agrees with a Maſter, that if he carries his Goods to ſuch a Port, he will then pay him ſuch a Sum; in the Voyage the Ship is aſſaulted, entered, and robbed by Pirates, and Part of her Lading taken forth, and afterwards the Remainder is brought to the Port of Diſcharge, yet the Sum agreed upon is not become due, for the Agreement is not by the Maſter performed.

1 *Co.* 97. *Shelley's* Caſe. *Reginer* and *Fogaſſa's* Caſe, *Plowden Com.* But a Pirate is not an Enemy.

Tho' by the *Civil Law*, this is *vis major*, or *caſus fortuitus*, (the greater Force, or an accidental Caſe) there being no Default in the Maſter or his Mariners, and the ſame is a Danger or Peril of the Sea, which if not in Naval Agreements expreſſed, yet is naturally implied; for it is certain, that if thoſe Goods which the Pirates carried away, had been in Streſs of Weather thrown overboard, the ſame would not have made a Diſability as to the Receipt of the Sum agreed on; for by both the *Common* and *Marine Law*, the Act of God, or that of an Enemy, ſhall no ways work a Wrong in private Actions.

If a Ship be freighted by the Tons and ſhe is full laden according to the *Charterparty*, the Freight is to be paid for the whole; otherwiſe but for ſo many Ton as the Lading amounted to.

Jure Mar. L. 2. Ch. 4. S. 8.

If Freight be contracted for the lading of certain Cattle, or the like, from *Dublin* to *Weſt-Cheſter*, and ſome of them happen to die before the Ship's Arrival, the whole Freight is become due as well for the Dead as the Living.

But

Ditto. But if the Freight be contracted for the tranſporting them, at ſo much *per* Head, if Death happens, there ariſeth due no more Freight than only for ſuch as are living, at the Ship's Arrival at her Port of Diſcharge, and not for the Dead.

Ditto. When the Cattle or Slaves are ſent aboard, without any previous Agreement for lading or tranſporting them, but generally, then Freight ſhall be paid as well for the Dead as the Living; and if Freight be contracted for the tranſporting of Women, and they happen in the Voyage to be delivered of Children, no Freight becomes due for the Infants.

Ditto. If Goods are ſent on board, generally, the Freight muſt be according to that commonly paid for the like accuſtomed Voyages.

Ditto. If a Ship ſhall be freighted, and named to be of ſuch a Burthen, and being freighted by the Ton, ſhall be found leſs, there ſhall no more be paid than only by the Ton, for all the Goods that were laden on board.

Ditto. And if a Ship be freighted for two hundred Tons, or thereabouts, the Addition of *thereabouts* is commonly reduced to be within five Ton, more or leſs, as the Moiety of the Number ten, whereof the whole Number is compounded.

Chaff. & Jones verſ. *Lovering Styles* 220. If a Ship be freighted by the Great, and the Burthen of it not expreſſed, yet the Sum certain is to be paid.

If a Freighter by loading prohibited or unlawful Goods, occaſions the Ship's Detention, or otherwiſe impedes her Voyage, he ſhall pay the Freight contracted and agreed for.

Trin. 9 *Jac.* B. R. *Bright* verſ. *Cowper. Brownlow* 1 Part. 21. When a Ship is freighted *out* and *in* (or *out* and *home*) there is no Freight due till the whole Voyage is performed; ſo that if ſhe be caſt away coming home, the Freight *outwards*, as well as *inwards*, becomes loſt.

In Chancery, 13 *July* 1680. A Part Owner of a Ship ſued the other Owners for his Share of the Freight on finiſhing her Voyage; but the other Owners had fitted her out, in which the Complainant would not join, whereupon the other Owners complained in the Admiralty; and by Order there, they gave Security, that if the Ship periſhed in the Voyage, to make good to the Plantiff his Share, or to that Effect; in ſuch a Caſe, by the Law Marine and Courſe of the Admiralty, the Plaintiff was to have no Share of the Freight: It was referred to Sir *Lionel Jenkins* to certify the Courſe of the Admiralty, who certified accordingly, and that it was ſo in all Places, for otherwiſe there would be no Navigation; whereupon the Plaintiff's Bill was diſmiſſed.

Leg. Oleron. Leg. Naval. Rhod. Art. 25. If a Maſter lets out his Ship, and afterwards ſecretly takes in other Goods unknown to the firſt Freighter, by the Law *Marine* he loſes his Freight; and if it ſhould ſo fall out, that any of the Freighter's Goods, ſhould for Safety of the Ship be caſt overboard, the reſt ſhall not become ſubject to the Average, but the Maſter muſt make the Damage good; tho' if the Goods are brought into the Ship ſecretly and unknown to him, it is otherwiſe; and Goods ſo brought in, may be ſubjected to what Freight the Maſter thinks fit. Conſol. del. Mer.

Leg. Oleron. When a Ship puts into any other Port than that ſhe was bound to by Agreement, the Maſter ſhall anſwer all Damages that ſhall accrue thereby; but if ſhe was forced in by Storm, Enemies, or Pirates, he muſt afterwards proceed to that he was obliged to by Contract.

Bald. in leg. certi juris in 4 Q. in Verb. quid ergo Cod. locat. In Conſtruction of Law, the lading of the Ship is *tacitly* obliged for the Freight, the ſame being in Point of Payment, preferred before any other Debts, to which the Goods ſo laden are liable, though ſuch Debts, as to Time, were *precedent* to the Freight; for the Goods remain, as it were, bailed for the ſame; nor can they be *attached* in the Maſter's Hands, tho' it is commonly conceived otherwiſe.

Stanley verſ. *Ayles*, by *Hale*. 3 *Keb.* 444. As Ships deſerve Wages like a Labourer, the Actions touching the ſame, are in the Eye of the Law, generally conſtrued favourably for the Ship and Owners; and therefore, if four Parts in five of them, ſhall make up their Accounts with the Freighters, and receive their Proportions, yet the fifth Man may ſue ſingly by himſelf without joining with the reſt, and this as well by the *Common Law* as the *Law Marine*.

7 *R.* II. *Stalkam* Abridg. 54. If a Ship in her Voyage happens to be taken by an Enemy, and afterwards is retaken by another Ship in Amity, and Reſtitution is made, and ſhe proceeds on in her Voyage, the Contract is not deter-

determined, tho' the taking by the Enemy diveſted the Property out of the Owners; yet by the Law of War, that Poſſeſſion was defeaſible, and being recovered in Battle afterwards, the Owners become re-inveſted; ſo the Contract, by Fiction of Law, became as if ſhe never had been taken, and ſo the entire Freight becomes due.

Pickering and *Barkley, Stiles* 132. 2 *Rolls*'s Abridg. 248.

It was covenanted by a Charterparty, that a Ship ſhould return by a certain Time within the River of *Thames* (the Dangers of the Sea excepted) and afterwards in the Voyage, and within the Time of the Return, the Ship was taken upon the Sea by Enemies unknown to the Covenanter, and being detained by them, could not return within the River of *Thames*, within the Time mentioned in the Covenant. *Reſolved*, this Impediment was within the Exception, for theſe Words intend as well any Danger upon the Sea by Pirates or Men of War, as Dangers of the Sea, by Shipwreck, Tempeſt, or the like.

Boyce verſ. *Cole. Hill.* 26. 27 *Car.* 2. B. R.

If Freight be taken for a hundred Tons of Wine, and twenty of them leak out, ſo that there is not above eight Inches from the Bulge upwards, yet the Freight becomes due; but if they be under eight Inches, ſome conceive it then to be in the Election of the Freighters to fling them up to the Maſter for Freight; but moſt think otherwiſe; for if all had leaked out (if there was no Fault found in the Stowage, by a Survey from the *Trinity-Houſe*) there is no Reaſon the Ship ſhould loſe her Freight; for the Freight ariſes from the Tonage taken, and if the Leakage was occaſioned through Storm *, the ſame perhaps may come into an Average.

It is certain, if a Ship freighted by the Great be caſt away, the Freight is loſt; but if by the Ton or Parcels, and Part thereof is ſaved from the Wreck; *doubted* whether *pro rata*, ſhe ought not to be anſwered her Freight †.

If a Ship by *Charterparty*, reciting to be of the Burden of 200 Tons, is taken to Freight for a Sum certain, to be paid at her Return, the Sum certain is to be paid, though the Ship amounts not to that Burden.

In Caſe a Ship is freighted after the Rate of 20*l.* for every Month that ſhe ſhall be out, to be paid after Arrival at the Port of *London*; the Ship is caſt away coming up from the *Downs*, but the Lading is all preſerved, in which Caſe the Freight is become due; for the Money ariſes ſo Monthly by the Contract, and the Place mentioned is only to ſhew where Payment is to be made; for the Ship deſerves Wages like a Mariner who ſerveth by the Month; and tho' he dies in the Voyage, yet his Executors are to be anſwered *pro rata*. Beſides, the Freight becomes due by Intendment on the Delivery or bringing up of the Commodities to the Port of *London*, and not of the Ship.

1 *Bulſt.* 176. 1 Inſt 204, *a.* Dy. 76. *a.* 2 *Sand.* 350.

If a Man freights a Ship Out, and covenants that the Ship ſhould ſail out of that Port to *Cadiz* with the firſt fair Wind and Opportunity, and the Freighter covenants that for the Freight of all the Premiſſes he would pay unto the Maſter 184*l.* if the Maſter doth not aver, that the Ship did arrive at the Port of *Cadiz*, he cannot maintain an Action againſt the Freighter.

If the Maſter enters into a *Charterparty* for himſelf and Owners, the Maſter in that Caſe may releaſe the Freighters, without adviſing with the Owners; but if the Owners let the Ship out to freight, whereof *J. J.* is Maſter, though the Maſter covenant in the ſame *Charterparty* and ſubſcribes, yet his Releaſe in that Caſe will not bind the Owners, but the Owners Releaſe on the other Hand will conclude the Maſter: And the Reaſon is, for that the Maſter is not made a proper Party to the Indenture. And ſo it was ruled, where an *Indenture* of *Charterparty* was made between *Scudamore* and other Owners of the good Ship called the *B.* whereof *Robert Pitman* was Maſter, on the one Part, and *Vandenſtene* on the other Part; in which Indenture the Plaintiff did covenant, with the ſaid *Vandenſtene* and *Robert Pitman*, and bound themſelves to the Plaintiff and *Robert Pitman* for the Performance of Covenants in 600*l.* and the Concluſion of the Indenture was—*In witneſs whereof* the ſaid *Robert Pitman* put his Hand and Seal, and delivered the ſame; in an Action of Covenant, for not performing certain Covenants in this Indenture, the Defendant pleaded the Releaſe of *Pitman*, whereupon the Plaintiff demurred; and it was adjudged, that the Releaſe of *Pitman* did not bar the Plaintiff becauſe he was no Party to the Indenture; and the Di-

Cro. Eliz. 56. *Scudamore* & *Al.* verſ. *Pitman. Trin.* 29. *Eliz.* in *B R.* cited in *Coke* 2 Inſtit. fol. 673. 2 *Levinz.* 74. *Cook* and *Child.* and 3 *Levinz.*

* *Maſters ſhould take care to make their regular Proteſts after a Storm, as they may ſuffer ſeverely by omitting it.*

† *It is common to give up what is ſaved to the Aſſurers, that the Aſſured may recover the whole Inſurance.*

verſity

12°. *Cilby v.* C[illegible] *ſ*[illegible]*ra.*

verſity in that Caſe was taken and agreed between an Indenture reciprocal between Parties on the one Side, and Parties on the other Side, as that was; for there no Bond, Covenant, or Grant can be made to, or with any that is not Party to the Deed; but where the Deed indented is not reciprocal, but is without a *Between*, &c. as *omnibus Chriſti fidelibus*, &c. there a Bond, Covenant, or Grant may be made to diverſe ſeveral Perſons.

Clement verſ. *Henley*, 2 *Rolls Abr.* 22.

If an Indenture of *Charterparty* be made between *A.* and *B.* Owners of a Ship of the one Part, and *C.* and *D.* Merchants of the other Part, and *A.* only ſeals the Deed of the one Part, and *C.* and *D.* of the other Part; but in the Indenture it is mentioned that *A.* and *B.* covenant with *C.* and *D.* and *C.* and *D.* covenant with *A.* and *B.* in this Caſe, *A.* and *B.* may join in an Action againſt *C.* and *D.* though that *B.* never ſealed the Deed, for he is a Party to the Deed, and *C.* and *D.* have ſealed the other Part to *B.* as well as to *A.*

Covenant upon a *Charterparty*, by which the Maſter of a Ship covenants to ſail with the firſt fair Wind to *Barcelona*, and that the Mariners ſhall attend with a Boat to relade the Ship, and then to return with the firſt fair Wind to *London*, and to unlade and deliver the Goods; and the Merchants covenant to pay ſo much for Freight, and ſo much for Demorage every Day; the Maſter brought his Action for the Freight and Demorage, and declares that he failed ſuch a Day, with the firſt fair Wind, and upon all the other Points. The Defendant *quoad* the Freight, that the Ship did not return directly to *London*, but went to *Alicant* and *Tangier*, made diverſe Deviations, and by theſe Delays the Goods were ſpoiled; and as to the Demorage, that this was occaſioned by the Negligence of the Mariners, in not attending with the Boat to relade the Ship, to which the Plaintiff demurred, and *per Curiam pro Quer.* for that the Covenants are mutual and reciprocal, upon which each ſhall have his Action againſt the other, but ſhall not plead the Breach of one in bar of another, for perhaps the Damage of the one Side and the other are not equal.

3 *Levinz.* 41. *Cole* cont. *Shallett*, Sir *Tho. Jones*, 216. *Showers* verſ. *Cudmore*. *Lex Merc.* p. 117.

If a Factor freights a Ship, by Order and for Account of another, Out and Home, and a *Charterparty* is accordingly made and indented between him and the Maſter; the Factor is liable for the Freight and Performance of all Covenants; but if the Ship be only freighted Outwards, and loaded by the Factor, the Goods ſhipped are only liable for the Freight and no Demands to be made on the Freighters in Virtue of the *Charterparty*, but the Perſon who receives the Goods is to pay it, according to the Tenor of the Bill of Lading.

If a Ship is freighted Out and Home, and after having delivered her Cargo at the Place agreed on, there are no Goods provided for her reloading, the Maſter muſt ſtay the Days of Demorage agreed on by *Charterparty*, and make his regular Proteſt for his Freighters Non-Compliance, who will in this Caſe be obliged to pay him empty for full; though ſhould the Maſter not wait the Time ſtipulated, or omit to make his Proteſt, he will loſe his Freight; and in Caſe the Maſter, on his finding no Goods provided by his Freighters, ſhould determine to load ſome on his own Account, as Salt, or the like, this will not obſtruct his recovering his Freight; for if the Ship had been laden only with Salt by the Merchant, which (it may be) would not pay half the Freight, yet the Shipper or Proprietor may at Pleaſure abandon the ſame to the Maſter for his Freight, and he can demand no more by the *Charterparty*; but if the Maſter take in ſuch Salt on his own Account, before the Days of Demorage are expired, and that by ſome Condition made with his Freighter, he may claim Freight, then this latter is to have the Benefit of the Salt in Deduction of the Freight.

Form of a *Charterparty* of *Affreightment.*

THIS Charterparty, *indented, made,* &c. *between* A. B. *of* &c. *Mariner, Maſter, and Owner of the good Ship, or Veſſel, called,* &c. *now riding at Anchor at,* &c. *of the Burden of two hundred Tons, or thereabouts, of the one Part, and* C. D. *of,* &c. *Merchant, of the other Part,* witneſſeth, *that the ſaid* A. B. *for the Conſideration herein after mentioned,* hath *granted, and to Freight letten, and by theſe Preſents doth grant, and to freight let, unto the ſaid* C. D. *his Executors, Adminiſtrators, and Aſſigns, the whole Tonnage of the hold, Sternſheets, and Half Deck, of the ſaid Ship or Veſſel, called,* &c. *from the Port of* London *to,* &c. *in a Voyage to be made by the ſaid* A. B. *with the ſaid Ship, in Manner hereafter mentioned (that is to ſay) to ſail with the firſt fair Wind and Weather, that ſhall happen after,* &c. *next, from the ſaid Port of* London, *with the Goods and Merchandize of the ſaid* C. D. *his Factors, or Aſſigns, on board, to,* &c. *aforeſaid (the Dangers of the Sea excepted) and there unlade and make Diſcharge of the ſaid Goods and Merchandiſes; and alſo ſhall there take into, and aboard the ſaid Ship again, the Goods and Merchandiſes of the ſaid* C. D. *his Factors or Aſſigns, and ſhall then*

then return to the Port of London, *with the ſaid Goods, in the Space of,* &c. *limited for the End of the ſaid Voyage.* In Conſideration *whereof the ſaid* C. D. *for himſelf, his Executors, and Adminiſtrators, do covenant, promiſe, and grant, to and with the ſaid* A. B. *his Executors, Adminiſtrators, or Aſſigns, by theſe Preſents, that the ſaid* C. D. *his Executors, Adminiſtrators, Factors, or Aſſigns, ſhall, and will, well and truly pay, or cauſe to be paid unto the ſaid* A. B. *his Executors, Adminiſtrators, or Aſſigns, for the Freight of the ſaid Ship and Goods, the Sum of,* &c. *(or ſo much* per *Ton) within twenty-one Days after the ſaid Ship's Arrival, and Goods returned and diſcharged at the Port of* London *aforeſaid, for the End of the ſaid Voyage: And alſo, ſhall and will pay for Demorage (if any ſhall be by the Default of him the ſaid* C. D. *his Factors or Aſſigns) the Sum of,* &c. per *Day, daily, and every Day, as the ſame ſhall grow due. And the ſaid* A. B. *for himſelf, his Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid* C. D. *his Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, that the ſaid Ship or Veſſel ſhall be ready at the Port of* London, *to take in Goods by the ſaid* C. D. *on or before,* &c. *next coming. And the ſaid* C. D. *for himſelf, his,* &c. *doth covenant and promiſe, within ten Days after the ſaid Ship or Veſſel ſhall be thus ready, to have his Goods put on board the ſaid Ship, to proceed on in the ſaid Voyage; and alſo on the Arrival of the ſaid Ship at,* &c. *within,* &c. *Days, to have his Goods ready to put on board the ſaid Ship, to return on the ſaid Voyage.* And *the ſaid* A. B. *for himſelf, his Executors, and Adminiſtrators, doth farther covenant and grant, to and with the ſaid* C. D. *his Executors, Adminiſtrators, and Aſſigns, that the ſaid Ship or Veſſel now is, and at all Times during the ſaid Voyage ſhall be, to the beſt Endeavours of him the ſaid* A. B. *his Executors, and Adminiſtrators, and at his and their own proper Coſts and Charges, in all Things made and kept ſtiff, ſtaunch, ſtrong, well apparelled, furniſhed, and provided, as well with Men and Mariners, ſufficient and able to ſail, guide, and govern the ſaid Ship, as with all manner of Rigging, Boats, Tackle, Apparel, Furniture, Proviſion, and Appurtenances fitting and neceſſary for the ſaid Men and Mariners, and for the ſaid Ship during the Voyage aforeſaid.* In Witneſs, *&c.*

The following is the Form of a *Charterparty*, whereby the Owners of one Moiety of a Ship, let to Freight their Share to the Owners of the other Moiety.

THIS *Charterparty*, indented, made, *&c.* between *A. B.* and *C. D.* of *London*, Merchants, Owners of the one Moiety or half Part of the good Ship or Veſſel called the *Neptune*, of the Burden of 200 Tons, with the like Moiety of all the Sails, Maſts, Tackle, Apparel, Furniture, Ordnance, and Appurtenances thereunto belonging, now riding at Anchor in the River of *Thames*, within the Port of *London*, of which the ſaid *C. D.* is Maſter, *of the one Part*, and *E. F.* and *G. H.* of *London*, Merchants, Owners of the other Moiety and Reſidue of the ſaid Ship, with the Maſts, Sails, Tackle, Ordnance, Furniture, and Apparel thereunto belonging, *on the other Part*, WITNESSETH, that the ſaid *A. B.* and *C. D.* have granted and letten to Freight, and by *theſe Preſents* do grant and let to Freight, all that their ſaid Part and Moiety of the ſaid Ship and Premiſes, unto the ſaid *E. F.* and *G. H.* for a Voyage, with her (by God's Grace) to be made in the Manner and Form following.

That is to ſay, That the ſaid *A. B.* and *C. D.* for them, their Executors, Adminiſtrators and Aſſigns, *do hereby* covenant and grant, to and with the ſaid *E. F.* and *G. H.* for them, their and either of their Executors and Adminiſtrators by *theſe Preſents*, that the ſaid Ship (being already laden) ſhall with the firſt good Wind and Weather, after the Date hereof (God permitting) ſail directly from the ſaid River of *Thames*, to the Port of *Leghorn* in *Italy* (the Perils and Dangers of the Seas excepted) and there diſcharge ſuch Goods and Merchandiſes as ſhall be directed and appointed by the ſaid *E. F.* and *G. H.* or one of them, their, or one of their Factors or Aſſigns, and from thence ſhall ſail, and take her direct Courſe, as Wind and Weather ſhall ſerve, with as much Speed as may be (the Perils and Dangers of the Sea excepted) to *Venice*, and there ſhall ſtay and abide the Space of forty working Days, next after her firſt Arrival there, to unlade all ſuch Goods and Merchandiſes as ſhall remain on board for Account of *E. F.* and *G. H.* after her Delivery at *Leghorn* as aforeſaid; and to relade ſuch Goods, Wares and Merchandiſes, as the ſaid *E. F.* and *G. H.* or either of them, their or either of their Factors or Aſſigns, ſhall think fit to charge and relade, aboard, and into the ſaid Ship, *that is to ſay*, ſo much as the ſaid Ship can conveniently carry, over and above her Victuals, Tackle, Ammunition, Apparel, and Furniture.

And the ſaid Ship with her ſaid Loading, ſhall with the firſt good Wind and Weather, after the Expiration of the ſaid forty Days, ſail and proceed from the ſaid City of *Venice* to *London*. And the ſaid *E. F.* and *G. H.* for themſelves, and either of them, their and either of their Executors and Adminiſtrators, do covenant,

covenant, promiſe and grant, to and with the ſaid *A. B.* and *C. D.* and either of them, their and either of their Executors, Adminiſtrators, and Aſſigns, *by theſe Preſents*, that they, the ſaid *E. F.* and *G. H.* or one of them, their, or one of their Executors, Adminiſtrators, or Aſſigns, ſhall and will well and truly pay or cauſe to be paid to the ſaid *A. B.* and *C. D.* or one of them, their, or one of their Executors or Adminiſtrators, within the ſaid City of *London*, for every Ton of ſuch Wares and Merchandiſes as ſhall be laden or unladen in the ſaid Ship, during the ſaid Voyage, the Sum of, *&c. (counting the Tonage according to Cuſtom; or if a certain Sum is agreed for the Voyage, Out and Home, or ſo much per Month)* for the Part and Intereſt of the ſaid *A. B.* and *C. D.* in the ſaid Ship, and for, and in Reſpect of the Freight and Hire of their Part of her; which ſaid Money is to be paid in Manner and Form following: *That is to ſay*, one third Part thereof upon the right Diſcharge of the ſaid Ship, and another third Part thereof within the Space of ſix Weeks then next following, and the remaining third Part thereof within the Space of two Months next enſuing after the End and Determination of the ſaid ſix Weeks.

And the ſaid *A. B.* and *C. D.* for them, and either of them, their and either of their Executors and Adminiſtrators, do covenant and grant, to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators *by theſe Preſents*, that the ſaid Ship, for their Part, ſhall be ſtrong and ſtaunch, and well and ſufficiently tackled and apparelled, with Sails, Sail-yards, Anchors, Cables, Ropes, Gun-Shot, Artillery, Gun-powder, and all other Inſtruments, Tackle, and Apparel, needful and neceſſary, for ſuch a Ship and for ſuch a Voyage, together with an able Maſter, and ſufficient Number of Mariners.

And *to the Performance* of all, and every the Covenants, Grants, Articles, and Agreements, on the Parts, and Behalfs of every of the ſaid *Parties*, truly to be holden, performed, and kept, in all Things as is aforeſaid, the ſaid *Parties* to theſe *Preſents*, do bind themſelves to one another: *that is to ſay*, the ſaid *A. B.* and *C. D.* do by theſe *Preſents*, bind themſelves, and either of them; and their ſeveral Executors and Adminiſtrators, Goods, and their Part and Intereſt in the ſaid Ship, with the Furniture thereof, to the ſaid *E. F.* and *G. H.* and to their Executors and Adminiſtrators; and the ſaid *E. F.* and *G. H.* do in like manner bind themſelves, and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and all their Goods and Intereſt in the ſaid Ship, to the ſaid *A. B.* and *C. D.* their Executors and Adminiſtrators, in the Sum or Penalty of one thouſand Pounds, of lawful Money of *Great-Britain*, by the Party or Parties infringing the ſaid Covenants, or any of them, to the other Party or Parties obſerving, truly to be paid by Virtue of *theſe Preſents*.

The great Variety of Circumſtances which different Voyages occaſion, naturally produce a correſpondent Diverſity in Charterparties, and were I to quote a Series of all that offers on this Head, I ſhould greatly exceed the Limits I have preſcribed myſelf: I therefore the rather omit it, as from thoſe preceding, others may be formed, to anſwer every Purpoſe required; I ſhall therefore, to what has already been ſaid about Freight, add here the Copy of a Bill of Lading, which is a Writing wherein Maſters of Ships acknowledge the Receipt of Goods aboard, and oblige themſelves to deliver the ſame in good Order and Condition at the Place where they are conſigned to. There muſt always be three made out, and in *England* they are to be on ſtamped Paper, otherwiſe they are invalid, of which one ſhould be remitted *per* firſt Poſt after Signing to the Perſon the Goods go to, another be ſent him *per* the Ship, and the third remain with the Shipper; beſide which a fourth ſhould be made out on an unſtampt Paper to be given the Maſter for his Government.

The Form of a Bill of Lading, *viz.*

W. B.
No. 1 *a* 10.

SHipped *in good Order by* A. B. *Merchant, in and upon the good Ship called* *whereof* C. D. *is Maſter, now riding at Anchor in the River of* Thames, *and bound for* Alicant *in* Spain, *ten Bales containing fifty Pieces of broad Cloth, marked and numbered as* per *Margin, and are to be delivered in the like good Order and Condition at* Alicant *aforeſaid, (the Dangers of the Seas excepted) unto* E. F. *Merchant there, or to his Aſſigns, he or they paying for the ſaid Goods* per *Piece* Freight, *with* Primage *and* Average *accuſtomed.* In Witneſs whereof *the Maſter or Purſer of the ſaid Ship hath affirmed to three* Bills of Lading *of this Tenor and Date*; *one of which Bills being accompliſhed, the other two to ſtand void. And ſo God ſend the good Ship to her deſigned Port in Safety.* Amen.

Dated at London.

Demorage, or Demurrage, is an Allowance made to the Maſter of a Ship, by his Freighters, for ſtaying longer in a Place than the Time firſt appointed

 for

for his Departure, and is generally inſerted in the Charterparty to be paid daily as becomes due; the Days are always limited, ſo that on Expiration thereof, and Proteſts duly made, the Maſter is at Liberty to proceed as is before-mentioned.

Bottomry, is the Act of borrowing Money on a Ship's Bottom, by engaging the Veſſel for the Repayment, ſo that in Caſe ſhe miſcarry, the Lender loſes his Money, though if ſhe finiſhes her Voyage and arrives in Safety, the Borrower is to repay the Loan with a Premium or Intereſt agreed on (which is always adequate to the Riſque) and this if denied, or deferred the Lender ſhall have the Ship.

Bottomry is likewiſe called *Fœnus Nauticum*, *Pecunia trajectitia*, and ſometimes *Uſura Marina*, though improperly; for notwithſtanding the Intereſt in theſe Contracts, is always much larger than that the Law preſcribes for Monies Lent on landed Securities, yet it is never accounted *Uſury*, as Marine Loans are furniſhed at the Hazard of the Lender, which the others are not, and where the Riſque is greateſt on the advanced Monies, the Profit ought reaſonably to be ſo too.

Money lent on Bottomry, is commonly on the Ship only, though ſometimes it is upon the Perſon of the Borrower, and ſometimes on both; the firſt is where a Man takes up Money, and obliges himſelf, that if the Ship agreed on arrives at ſuch a Port, then to repay the Loan, with the Intereſt ſtipulated, but if the Ship miſcarry, then nothing. But when Money is lent at Intereſt, it is delivered at the Peril of the Borrower, and the Profit of this is merely the Price of the Loan; whereas the Profit of the other is a Reward for the Danger and Adventure of the Sea, which the Lender takes upon himſelf, and makes the Intereſt lawful. *Uſura Marina* joins the advanced Money and the Danger of the Sea together; and this Obligatory ſometimes, to the Borrower's Ship, Goods, and Perſon.

See Laws, 206, 207.

Jacob's Law Dictionary.

Where Bills, or Bonds of Bottomry are ſealed, and the Money is paid, if the Ship receives Injury by Storm, Fire, *&c.* before the Beginning of the Voyage, then only the Perſon borrowing runs the Hazard, unleſs it be otherwiſe provided; as that, if the Ship ſhall not arrive at ſuch a Place, at ſuch a Time, *&c.* there the Contract hath a Beginning, from the Time of the Sealing: But if the Condition be, that if ſuch a Ship ſhall ſail from *London*, to any Port abroad, and ſhall not arrive there, *&c.* then, *&c.* there the Contingency hath not its Beginning till the Departure.

Ditto.

A Maſter of a Ship may not take up Money on Bottomry, in Places where his Owners reſide, except he be a Part Owner, and then he may only take up as much as his Share in the Ship will anſwer; for if he exceeds that, his own Eſtate is liable to make Satisfaction *; but when a Maſter is in a ſtrange Country, where there are no Owners, nor any Goods of theirs, or of his own, and for want of Money he cannot perform his Voyage, he may in this Caſe take up Money on Bottomry, and all the Owners are chargeable thereto; but this is underſtood, where Money cannot be procured by Exchange, or any other Means: And in the firſt Caſe, the Owners are liable by their Veſſel, though not in their Perſons; but they have their Remedy againſt the Maſter.

Salk. 35. 2 Mod. Caſes 79.

Some Maſters of Ships, who had inſured or taken up Money on *Bottomry*, to a greater Value than their Adventure, having made it a Practice to caſt away and deſtroy the Ships under their Charge, it is made Felony, and the Offenders to ſuffer Death.

10 *Car.* II. cap. 6.

By another Statute, it is enacted, that after the 1ſt of *Auguſt*, 1746, every Sum lent on *Bottomry*, or at *Reſpondentia*, upon any Subjects Ships, to, or from the *Eaſt-Indies*, ſhall be lent only on the Ship, or the Merchandizes laden on board her, and ſo expreſſed in the Condition of the Bond, and the Benefit of *Salvage*, ſhall be allowed to the Lender, his Agents, *&c.* who alone ſhall have a right to make Aſſurance on the Money lent; and no Borrower of Money on Bottomry, or at *Reſpondentia*, as aforeſaid, ſhall recover more on any Aſſurance than the Value of his Intereſt on the Ship or Effects, excluſive of the Money borrowed. And if the Value of his Intereſt doth not amount to the Money borrowed, he ſhall be reſponſible to the Lender for the Surplus, with lawful Intereſt for the ſame, together with the Aſſurance and all Charges, *&c.* notwithſtanding the Ship and Merchandize be totally loſt.

19 *Geo.* II. Cap. 37. p. 569.

All his Majeſty's Subjects were prohibited during the Continuance of the late War, to lend Money on Bottomry, or *Reſpondentia*, on any Ships or Goods belonging to *France*, or to any of the *French*

21 *Geo.* II. p. 76.

* *Hob.* 12. *mo.* 918. *Noy.* 95. *Latch.* 252. *Salk.* 34. *Lex Merc.* 102. 122.

Dominions

Dominions or Plantations, or the Subjects thereof, and in caſe they did, the Contracts and Agreements to be void, and they or any Agent or Broker interfering therein was to forfeit 500*l.* &c.

p. 77.

Some have practiſed the taking up Monies on a fictitious Suppoſition, the Condition reciting, *Whereas there is ſuch a Ship,* (naming her) *bound to* Amſterdam, *whereof ſuch a Man is Maſter,* (although there be neither ſuch a Ship or Maſter exiſting) *that if that Ship ſhall not arrive at ſuch a Place within twelve Months, the Money agreed on ſhall be paid*; *but if the Ship ſhall arrive, then nothing*; this is an unreaſonable way of raiſing Money copied from the *Italians*, and though it is alſo very unconſcionable, and as to internal Right, unjuſt; yet it has had a Currency between the neceſſitous and avaritious Part of Mankind, and was adjudged * that ſuch a Contract was good, according to the *Common Law* of this Realm, and *that* on a ſpecial Verdict; but though it has this Sanction, yet the prohibiting Inſurance, *Intereſt, or no Intereſt,* (as by the afore-recited Act) will tend to render it at leaſt leſs practicable, if not utterly to deſtroy it.

The Form of a Bill of Bottomry.

TO all People *to whom theſe Preſents ſhall come, I* A. B. *of,* &c. *Owner and Maſter of the Ship called,* &c. *of the Burthen of two hundred Tons, now riding at,* &c. *and bound for,* &c. *in the* Weſt-Indies, *ſend greeting: Whereas I the ſaid* A. B. *am at this Time neceſſitated to take up, upon the Adventure of the ſaid Ship, called,* &c. *the Sum of* 100 l. *for ſetting forth the ſaid Ship to Sea, and furniſhing her with Proviſions for the ſaid Voyage, which* C. D. *of,* &c. *Merchant, hath on requeſt lent unto me, and ſupplied me with, at the Rate of* 20 l. *for the ſaid* 100l. *during the ſaid Voyage:* Now, know ye, *that I the ſaid* A. B. *do by theſe Preſents, for me, my Executors and Adminiſtrators, covenant, and grant to, and with the ſaid* C. D. *that the ſaid Ship ſhall with the firſt fair Wind, after the Day,* &c. *depart from the River* Thames, *and ſhall, as Wind and Weather ſhall ſerve, proceed in her Voyage to,* &c. *in the* Weſt-Indies; *and having there tarried until,* &c. *and the Opportunity of a Convoy,* (if in Time of War) *or being ſooner diſpatched* (which ſhall firſt happen) *ſhall return from thence, and ſhall, as Wind and Weather ſhall ſerve, directly ſail back to the River of* Thames, *to finiſh her ſaid Voyage: and I the ſaid* A. B. *in Conſideration of the ſaid Sum of* 100 *l. to me in hand paid by the ſaid* C. D. *at, and before, the Sealing and Delivery of theſe Preſents, do hereby bind myſelf, my Heirs, Executors, and Adminiſtrators, my Goods and Chattels, and particularly the ſaid Ship, with the Freight, Tackle, and Apparel of the ſame, to pay unto the ſaid* C. D. *his Executors, Adminiſtrators, or Aſſigns, the Sum of* 120 l. *of lawful* Britiſh *Money, within one and twenty Days next after the Return and ſafe Arrival of the ſaid Ship, in the ſaid River of* Thames, *from the ſaid intended Voyage. And I the ſaid* A. B. *do for me, my Executors and Adminiſtrators, covenant and grant, to and with the ſaid* C. D. *his Executors and Adminiſtrators, by theſe Preſents, that I the ſaid* A. B. *at the Time of Sealing and Delivery of theſe Preſents, am true and lawful Owner, and Maſter of the ſaid Ship, and have Power and Authority to charge, and engage the ſaid Ship, as aforeſaid; and that the ſaid Ship ſhall at all Times, after the ſaid Voyage, be liable, and chargeable for the Payment of the* 120 l. *according to the true Intent and Meaning of theſe Preſents.* And laſtly, *it is hereby declared and agreed, by and between the ſaid Parties, to theſe Preſents, that in caſe the ſaid Ship ſhall be loſt, miſcarry, or be caſt away, before her next Arrival in the ſaid River of* Thames, *from the ſame intended Voyage, that then the ſaid Payment of the ſaid* 120l. *ſhall not be demanded, or be recoverable by the ſaid* C. D. *his Executors, Adminiſtrators, or Aſſigns; but ſhall ceaſe and determine, and the Loſs thereby be wholly borne and ſuſtained by the ſaid* C. D. *his Executors and Adminiſtrators: And that then, and from thenceforth, every Act, Matter, and thing herein contained, on the Part and behalf of the ſaid* A. B. *ſhall be void; any thing herein contained to the contrary, notwithſtanding.* In Witneſs, &c.

* C. B. *Hill.* 22, 23 *Car.* II.

Of Ballaſt.

Limer's Caſe. *Leon.* 46, 47.

THOUGH Ballaſt has been adjudged to be no Part of a Ship's Furniture, yet it is ſo requiſite to the ſailing of moſt Veſſels, as to render an Enquiry into its Coſt, and the Laws about it, very neceſſary, whilſt treating on Maritime Affairs; it generally

nerally conſiſts of Sand, Gravel, or Stone, tho' any heavy Matter anſwers the Purpoſe, which is to ſink the Veſſel to its proper Depth in the Water, or ſo to adjuſt Weight and Counterpoiſe, as to enable her to bear Sail without overſetting.

6 *Geo.* II. Cap. 29. S. 1.

All Maſters of Ships lying in the River of *Thames*, ſhall pay to the Corporation of *Trinity Houſe*, for all Ballaſt demanded, and entered at the Ballaſt Office, the Rates following, *viz.* for every Ton conſiſting of twenty hundred Weight, carried to any Ship employed in the Coal Trade 12*d.* and for every Ton carried to any other *Britiſh* Ship 15*d.* and for every Ton carried to any foreign Ship 19*d.* and the Corporation of *Trinity Houſe*, ſhall pay for the raiſing and carrying every Ton of Ballaſt 9*d.* whereof 6*d.* ſhall be paid to the two Ballaſtmen, and 3*d.* for the Uſe of the Lighters.

Ditto, S. 2.

Nothing in this Act ſhall alter the Price of waſhed Ballaſt.

Ditto, S. 3.

If any Ballaſtman ſhall deliver any Ballaſt, which ſhall fall ſhort of Quantity; or ſhall neglect to deliver to any Ship, ſuch Quantity as the Rulers of the Ballaſt Office, ſhall by their uſual Tickets direct; or ſhall deliver more, or other Ballaſt than ſhall be directed, every Ballaſtman ſo offending, and Oath being made of the Fact, within ten Days after the Offence, or within ten Days after the next Return of ſuch Ship, by the Maſter, or other Officer of any ſuch Ship, before any Superviſor of the Ballaſt Office, being an elder Brother, ſhall for every Ton, which ſhall appear to fall ſhort, and for every Ton, directed by the Ballaſt Rulers, which ſuch Ballaſtman ſhall neglect to deliver, and for every Ton delivered contrary to the Directions of the ſaid Rulers, forfeit 2*s.* and 6*d.*

Ditto, S. 4.

The ſaid Maſter, Wardens, and Aſſiſtants, ſhall make good to the Maſter of ſuch Ship, the Quantity or Value of the Ballaſt, which ſhall be found deficient; and in caſe ſuch Recompence ſhall not be made within ten Days after the ſame ſhall be demanded, the Corporation ſhall forfeit 50*l.* &c. which Recompence, the Corporation are impowered to ſtop out of the Wages due to ſuch Ballaſtmen, over and above the Penalties.

Ditto, S. 5.

No Perſon ſhall oblige any Ballaſtman to deliver Ballaſt, which ſhall be directed by the Rulers of the Office, to be carried to any other Ship; and if any Perſon ſhall fraudulently receive any greater Quantity of Ballaſt, than they ſhall enter and pay for at the Office, every Perſon ſo offending, and being thereof convicted, upon Oath of one Witneſs, before a Juſtice of Peace for the City of *London*, or the Counties of *Middleſex*, *Eſſex*, *Kent*, or *Surry*, within their reſpective Juriſdictions, ſhall for every Ton of Ballaſt forfeit 2*s.* and 6*d.*

Ditto, S. 6.

If any Ballaſtman ſhall refuſe to work for the Wages herein mentioned, or having contracted to ſerve for any Term, ſhall quit ſuch Service, or ſhall depart from the Service of the Corporation, without giving three Months Notice in Writing to the Superviſors of the Ballaſt Office; or ſhall refuſe to work, or ſhall not work in ſuch Stations in the River *Thames* as the Corporation ſhall appoint, or ſhall work in any Station contrary to the Orders of the Rulers of the Office, given in Writing; or ſhall join in any Combination to raiſe Wages, or obſtruct the Service of the Corporation, or the Navigation of the River, every Perſon ſo offending, and being convicted as aforeſaid, ſhall forfeit 5*l.*

Ditto, S. 7.

The Corporation of *Trinity Houſe*, ſhall cauſe Marks to be ſet on the Stem and Stern of every Lighter, between every two Gauge Marks, now placed on the Stem and Stern, that the Tonage of every ſuch Lighter may be diſtinguiſhed by a gradual Progreſſion of two Tons and a half.

Ditto, S. 8.

It ſhall be lawful for the Maſters of Ships taking Ballaſt, to meet in the Square at *Billingſgate*, on the third *Monday* in *June*, in every Year, and to adjourn as the Majority of them ſhall think fit, and by Writing under the Hands and Seals of the major Part of them, to appoint Perſons, having been Maſters or Mates of Ships, to inſpect the Ballaſt Lighters, which Perſons are impowered to examine the Marks; and in caſe ſuch Perſons ſhall ſuſpect, that any of the Marks have been altered, and ſhall at the Ballaſt Office, require the ſaid Lighter to be re-weighed, the Corporation ſhall, within ten working Days after ſuch Requeſt, cauſe ſuch Lighter to be re-weighed; and in caſe the ſame ſhall be found to be of as great Tonage, as by the Marks ſhall be noted, the Charge of ſuch re-weighing ſhall be paid by the Perſons requiring the ſame; and in caſe ſuch Perſons ſhall not pay the Charge within ten Days after ſuch re-weighing, they ſhall forfeit 5*l.* but if ſuch Lighter ſhall be found of leſs Tonage than the Marks denote, the Charge of ſuch Re-weighing ſhall be borne by the Corporation, who ſhall cauſe the Marks on the Stem and Stern of ſuch Lighter, to be placed in ſuch Manner as to denote the true Tonage; and in caſe the Corporation ſhall neglect to have ſuch Lighter re-weighed, or to mark the ſame according to this Act, the Corporation ſhall forfeit 50*l.* &c.

No

Ditto, S. 9. No more than two Lighters ſhall be required to be re-weighed in any one Week.

Ditto, S. 10. It ſhall be lawful for any Maſter of a Ship to appoint two Perſons belonging to ſuch Ship (whereof the Mate to be one) to go on board any Lighter, bringing Ballaſt to ſuch Ship, to inſpect the Marks before and after the Delivery of ſuch Ballaſt; and every Ballaſtman ſhall immediately, before the Delivery of Ballaſt to any Ship, trim ſuch Lighter ſo as to make the ſame ſwim, at equal Marks, at the Stem and Stern, and pump all the Water out; and if any Perſon working on board ſuch Lighter, ſhall hinder any Perſon ſo appointed from going on board ſuch Lighter, or ſhall begin to deliver the Ballaſt before ſuch Lighter ſhall be trimmed to ſwim at equal Marks, and the Water pumped out, every Perſon ſo offending ſhall forfeit 5*l*.

Ditto, S. 11. If any Ballaſtman ſhall work, or deliver Ballaſt in any Lighter not weighed, marked, numbered, and allowed by the Corporation; or ſhall alter, or counterfeit the Gauge Marks, or the Number of ſuch Lighter, he ſhall forfeit 10*l*.

Ditto, S. 12. If any Ballaſtman ſhall demand and receive from any Maſter or Officer of any Ship, any Money, on Account of Ballaſt, or the Delivery of the ſame, he ſhall forfeit 40*s*.

Ditto, S. 13. The Ballaſtmen employed in the Service of the Corporation, ſhall be ſubject to the Regulations of the Corporation; provided ſuch Regulations do not extend to the lowering the Wages.

Ditto, S. 14. It ſhall be lawful for any Maſter of a Ship, to carry as Ballaſt from *London*, or any Part of the River *Thames*, any Dung, Chalk, Soap Aſhes, Flints, Clay, or other Goods, now claimed to be furniſhed as Ballaſt, ſubject to the Reſtrictions herein after mentioned.

Ditto, S. 15. The Maſter of every ſuch Ship, ſhall firſt make Entry at the Ballaſt Office, or with the Officer of the ſaid Corporation at *Graveſend*, of the ſaid Goods, and the Name of ſuch Ship, and of the Maſter.

Ditto, S. 16. At the Time of ſuch Entry, the Maſter of ſuch Ship ſhall pay for ſuch Licence to the Corporation, 1*d*. for every Ton of the ſaid Goods.

Ditto, S. 17. If any Maſter of any Ship, ſhall put on board any of the ſaid Goods before ſuch Entry and Payment, or ſhall ſhip any greater Quantity then ſhall be ſo entered and paid for, he, on Conviction before one Juſtice, ſhall forfeit 5*l*. *&c.*

Ditto, S. 18. Provided that the whole Quantity of Dung, and Compoſt, licenſed to be ſhipped for the Uſe of the Coaſters and Colliers, do not exceed three thouſand Tons in any one Year, to commence from the firſt of *June*; and that the whole Quantity of Chalk and Chalk Rubbiſh, do not exceed three thouſand Tons; and that the Quantity of Soap Aſhes, and all other Commodities herein licenſed, do not exceed two thouſand Tons, in any one Year.

Ditto, S. 19. All Entries of the Goods ſo licenſed, which ſhall be ſhipped in the laſt ſeven Days of *May*, ſhall be made at the *Trinity Houſe* in *London*, and not at *Graveſend.*

Ditto, S. 20. It ſhall be lawful for any Maſter of any Ship to carry as Ballaſt, from any Part of the River *Thames*, any Bricks, Tiles, Lime, or other Merchandiſeable Commodity, without paying any thing to the Corporation.

Ditto, S. 25. This Act ſhall be a publick Act, *&c.*

Ditto, S. 26. This Act ſhall continue from the firſt of *June*, 1733, for five Years, and to the End of the next Seſſion of Parliament.

Continued for 7 *Years, &c. by* Geo. II. *Cap.* 12. *and farther continued for* 11 *Years, and from thence to the End of the then next Seſſion of Parliament by* 18 Geo. II. *p.* 548.

And as it has been the Practice of many unthinking Maſters of Veſſels, regardleſs of the publick Welfare, to throw their Ballaſt out any where, to the great Detriment of many Ports, *&c.* the Legiſlature thought proper to prevent the Continuance of ſo prejudicial a Cuſtom, by paſſing the ſubſequent Law; the Preamble to which ſets forth, that Maſters, and other Perſons belonging to Ships, coming into Havens, navigable Rivers, *&c.* do throw out their Ballaſt either on the Shore or on the Side, and below the uſual Sea Mark, and do other Annoyances to the Detriment and Obſtruction of Navigation, *&c.*

19 *Geo.* II. p. 104. For Remedy whereof, *it is enacted*, that if after *June* 1, 1746, any Maſter or Owner, or any Perſon acting as Maſter of any Ship or other Veſſel whatſoever, ſhall caſt, throw out, or unlade, or if after the Day aforeſaid, there ſhall be thrown out, *&c.* of any Veſſel, being within any Haven, Port, Road, Channel, or navigable River, within *England*, any Ballaſt, Rubbiſh, Gravel, Earth, Stone, Wreck, or Filth, but only upon the Land, where the Tide or Water never flows or runs; any one or more Juſtices for the County or Place where or near which the Offence

ſhall

ſhall be committed, upon Information thereof, ſhall ſummon, or iſſue his Warrant, for bringing the Maſter or Owner of the Veſſel, or other Perſon acting as ſuch, before him, and upon Appearance, or Default, ſhall proceed to examine the Matter of Fact, and upon Proof made thereof, either by Confeſſion of the Party, or on View of the Juſtice, or upon the Oath of one or more credible Witneſſes (which Oath the ſaid Juſtice is to adminiſter) he ſhall convict the ſaid Maſter, &c. and fine him at his Diſcretion, for every ſuch Offence any Sum not exceeding 5*l.* nor under 50*s.* &c. and for want of ſufficient Diſtreſs, the Juſtice is to commit the Maſter, or Perſon acting as ſuch, and convicted as aforeſaid, to the common Gaol, or Houſe of Correction, for the Space of two Months, or until Payment of the Penalties.

p. 405.

Of *Pilots*, *Lodeſmen*, or *Locmen.*

BY theſe different Denominations are ſignified the ſame Office, which is to conduct any Veſſel or Ship into a Road or Harbour, over Bars or Sands, or through intricate and dangerous Channels, being occaſionally called in to the Maſter's Aſſiſtance when ſailing as above, or by unknown Shores, and diffident of his own Skill and Judgment; though in many Parts, where the Approach or Entrance to Harbours, &c. is hazardous and difficult, the taking a Pilot is not a voluntary Act, but obligatory on the Maſter, otherwiſe in Caſe of a Loſs, he muſt make it good; and the following Laws are now in Force concerning them here in *England.*

3 *Geo.* I. cap. 13. S. 1.

If any Perſon ſhall take upon him to conduct or pilot any Ship, by, or from *Dover*, *Deal*, or the Iſle of *Thanet*, to any Place on the River *Thames* or *Medway*, before he has been firſt examined, by the Maſter and Wardens of the Society or Fellowſhip of Pilots of the *Trinity Houſe* of *Dover*, *Deal*, and the Iſle *Thanet*, touching his Ability, and approved and admitted into the ſaid Society, at a Court of Loadmanage, by the Lord Warden of the *Cinque Ports*, or his Deputy, and the Maſter and Wardens; ſuch Perſon for the firſt Offence ſhall forfeit 10*l.* for the ſecond 20*l.* and for every other Offence 40*l.* &c.

Ditto, S. 2.

This Act ſhall not prevent the Maſter or Mate of any Ship, or Part Owner, reſiding at *Dover*, *Deal*, or the Iſle of *Thanet*, from Piloting his own Ship; nor ſubject any Perſons to the Penalties, who ſhall be hired by any Maſter to pilot his Veſſel; provided none of the Society, within one Hour after ſuch Ship ſhall arrive at any of the ſaid Places, be ready to pilot the ſame.

Ditto, S. 3.

Maſters of Merchant Ships may make Choice of ſuch Pilot of the Society, as they ſhall think fit; and no Perſon ſhall continue in the Society, who ſhall not pilot a Ship, at leaſt twice in one Year (unleſs prevented by Sickneſs) to, and from, the Places abovementioned.

Ditto, S. 4.

For Conducting any Ship from *Dover*, *Deal*, or the Iſle of *Thanet*, to any Places on the River *Thames* and *Medway*, the following, and no greater, Prices ſhall be taken, *viz.* For every Ship drawing ſeven Feet Water, 3 *l.* 10 *s.* eight Feet, 4 *l.* nine Feet, 4 *l.* 10 *s.* ten Feet, 5*l.* eleven Feet, 5*l.* 10*s.* twelve Feet, 6*l.* thirteen Feet, 6 *l.* 10 *s.* fourteen Feet, 7 *l.* fifteen Feet, 7 *l.* 10 *s.* ſixteen Feet, 8 *l.* ſeventeen Feet, 8 *l.* 10 *s.* and no Allowance to be made for odd Inches.

Ditto, S. 5.

If any Pilot ſhall negligently loſe the Ship under his Care, and be thereof convicted, he ſhall for ever after be incapacitated for acting as a Pilot; and the Number of ſuch Pilots ſhall not be leſs than a hundred and twenty, whoſe Names, Ages, and Places of Abode, ſhall every 25th of *March* be affixed in ſome publick Place at the Cuſtomhouſes at *London* and *Dover*; and for not returning ſuch Liſt, the Maſter and Wardens of the Society ſhall forfeit 10 *l.* &c.

Ditto, S. 7.

Ditto, S. 8.

This Act ſhall not hinder any Perſon from aſſiſting a Ship in Diſtreſs.

The Maſter and ſuch two Wardens of the Society, as ſhall be appointed to examine any Perſon on his being admitted a Pilot, ſhall take the following Oath, to be given by the Regiſter of the Court of Loadmanage, *viz.*

I A. B. *do ſwear, that I will impartially examine, and enquire into the Capacity and Skill of* *in the Art of Pilotage over the* Flats, *and round the* Long Sand Head, *and the Coaſts of* Flanders *and* Holland, *and will make true and ſpeedy Re-* *turn*

turn thereof to the Lord Warden of the Cinque Ports, for the Time being, or his Deputy, without Favour, Affection, Fee or Reward.

So help me God.

Ditto, S. 9. This Act ſhall not extend to the taking away any Liberties veſted in the Corporation of the *Trinity Houſe* of *Deptford Strond.*

S. 10. This Act ſhall be a publick Act.

S. 11. This Act ſhall continue ſeven Years, *&c.*

Continued by 8 Geo. II. Cap. 21. *to* 25 March 1749, &c. *Further continued until* 25 March, 1764; *and from thence to the End of the then next Seſſion of Parliament, by* 23 Geo. II. *p.* 845.

7 *Geo.* I. Cap. 21. S. 14. The Lord Warden of the *Cinque Ports*, or his Deputy, with the Aſſent of the Commiſſioners of Loadmanage, and of the Maſters and Wardens of the Society of Pilots of the *Trinity Houſe* of the *Cinque Ports*, at a Court of Loadmanage, may, during the Continuance of 3 *Geo.* I. Cap. 13. make Rules and Orders for the better Government and Regulation of the Pilots reſiding at *Dover*, *Deal*, and the Iſle of *Thanet*, and may order a ſufficient Number of them, not leſs than eighteen, to ply conſtantly at Sea, to be ready to conduct Ships up the Rivers of *Thames* and *Medway*; and the Lord Warden, *&c.* at a Court of Loadmanage, may ſuſpend or deprive any of the ſaid Pilots, for breaking the ſaid Rules or Orders; and if any Pilot, during ſuch Suſpenſion or Deprivation, ſhall take upon himſelf to conduct any Ship, by, or from *Dover*, *Deal*, or the Iſle of *Thanet*, to any Place upon the Rivers *Thames* or *Medway* he ſhall be liable to all Penalties, provided by the ſaid Act, againſt ſuch Perſons as ſhall conduct Ships from, and to, the Places aforeſaid, without being firſt examined and approved of, by the Maſter and Wardens of the ſaid Society.

Continued as the preceding Act of 3 Geo. I. Cap. 13. *by* 8 Geo. II. Cap. 21. *to* 25 March, 1749. *And farther continued to* 25 March, 1764, *by* 23 Geo. II. *p.* 485.

5 *Geo.* II. Cap. 20. S. 1. If any Perſon ſhall take the Charge of any Ship as Pilot, down the River of *Thames*, or through the *North Channel*, to, or by *Orfordneſs*, or round the *Long Sand Head*, into the *Downs*, or down the *South Channel* into the *Downs*, or from, or by by *Orfordneſs* up the *North Channel*, or the River of *Thames*, or the River *Medway*, other than ſuch as ſhall be licenſed to act as a Pilot, by the Maſter Wardens, and Aſſiſtants of the *Trinity Houſe* of *Deptford Strond*, under the common Seal of the Corporation; every Perſon ſo offending, and being convicted before two Juſtices of the Peace for the City of *London*, or the Counties of *Middleſex*, *Eſſex*, *Kent* or *Surry*, ſhall, for every Offence, forfeit 20*l.* provided that nothing in this Act ſhall extend to the obliging any Maſter of any Ship in the Coal Trade, or other Coaſting Trade, to employ a Pilot.

Ditto, S. 8. The Pilots already admitted by the ſaid Corporation, ſhall be ſubject to the Regulations of the Corporation; provided the Regulations do not relate to the Pilots keeping of Turns, or to the ſettling the Rates of Pilotage; and ſhall pay the ancient Dues, provided the ſame do not exceed one Shilling in the Pound, out of their Pilotage, for the Uſe of the Poor of the Corporation, within ten Days after the Service of ſuch Pilots ſhall be ended.

Ditto, S. 9. In Caſe ſuch Pilots ſhall refuſe to take the Charge of any of his Majeſty's Ships, when appointed thereto by the ſaid Corporation, or ſhall have miſbehaved themſelves in the Conduct of any Ships, or in any other Part of their Duty; or if Pilots ſhall refuſe to obey any Summons of the Corporation, or ſuch Orders as the Corporation ſhall make in the Premiſſes, the general Court of the ſaid Corporation, upon Examination thereof, are required to recall the Warrants granted to ſuch Pilots; and if ſuch Perſons ſhall (after Notice given by the Clerk of the ſaid Corporation to them in Perſon, or left at their Place of Abode) act as Pilots within the Limits aforementioned, they ſhall be ſubject to all the Penalties inflicted on unlicenſed Pilots.

Ditto, S. 11. Nothing in this Act ſhall extend to the Impeaching of any Privileges enjoyed by the Pilots of the *Trinity Houſe* of *Kingſton* upon *Hull*, or the *Trinity Houſe* of *Newcaſtle* upon *Tyne*.

Ditto, S. 12. This Act ſhall not extend to the Impeaching any of the Franchiſes, nor to take away the ſole Right of piloting Merchant Ships, from, or by *Dover*, *Deal*, and the Iſle of *Thanet*, up the Rivers *Thames* and *Medway*, granted to the Society and Fellowſhip of the Maſter, Wardens, and Pilots of the *Trinity Houſe* of *Dover*, *Deal*, and the Iſle of *Thanet*, by 3 *Geo.* I. Cap. 13.

Ditto, S. 13. This Act ſhall be a publick Act, *&c.*

In

Dic. de Com. Tom. 3. p. 965.

In *France*, no one can ſerve as a Pilot, until he is at leaſt twenty-five Years old, and has paſſed a ſtrict Examination of his Knowledge in the Fabrick of Ships, and concerning the Tides, Banks, Currents, the Rocks, and other dangerous Parts, in the *Rivers, Ports,* and *Havens,* where they are eſtabliſhed.

They are obliged after they are approved and admitted, always to have their Boats furniſhed with Anchors, and with Oars that they may always be in a Condition to ſuccour Ships on their firſt Signal.

No Mariner, that is not admitted a Pilot, as above, ſhall offer to conduct any Veſſel, except where a licenſed Pilot is wanting; and in this caſe, the Maſter of the Ship may take a Fiſherman, tho' this muſt quit the Care of the Veſſel to a regular Pilot, in caſe ſuch a one offers, before they have paſſed the dangerous Parts, and a Satisfaction ſhall be made the Fiſherman for his Aſſiſtance out of what would have been due to the Pilot, had he taken Charge of her from the beginning.

If any Pilot is drunk when he offers to engage in his Function, he ſhall forfeit 100 Sols, and be ſuſpended for a Month.

Ships that are neareſt, are to be piloted firſt, under Penalty of 25 Livres to the Pilot, who ſhall prefer one that is more diſtant; and they are equally prohibited to go farther than the Roads to meet the Ships, or to enter them againſt the Maſter's liking; nor to quit them until they are anchored, and moored in Port; and if it is in going out, not until the Ship is in open Sea, on Penalty of loſing their Stipend, and being mulct in 30 Livres.

For the Veſſel's Security, and the Pilot's Diſcharge, the Maſter ſhall declare, what Water the Ship draws, on Pain of forfeiting to the Pilot 25 Livres for every Foot he conceals.

Pilots muſt not exact more for their Aſſiſtance than what is regulated by their Officers, and contained in the Tariff's in the Regiſter Officer, and fixed upon the Kay, except in Caſes of Storms, and evident Danger, when it ſhall be ſettled by the Arbitration of the ordinary Officers, with the Intervention and Advice of two Merchants.

The Marine Ordinances declare all Promiſes void, that are made to Pilots under the Apprehenſion of a Shipwreck.

The Pilot who through Ignorance ſtrands a Veſſel, ſhall be whipt, and for ever deprived of exerciſing his Function again. And he who maliciouſly runs a Ship aſhore, ſhall ſuffer Death, and his Corpſe be fixed to a Maſt near the Place of the Wreck.

It is likewiſe the Obligation of the Pilots to ſee, that the Buoys and Sea Marks are well placed, and to examine whether there be no Alteration in the ordinary Depths and Paſſages, that they may give Advice to their Officers, or to the Maſter of the Kay or Port.

As for the Port, it is free to all Maſters and Captains, as well *French*, as Foreigners, to take thoſe Pilots they like beſt, without being obliged at their going out to make uſe of thoſe that brought them in.

In *Holland*, the Regulation of Pilots is ſuitable to the other marine Inſtitutions of that ſage Republick, from whence thoſe of moſt other *European* Nations are copied, and as the Pilot's Pay varies in the different Provinces of that State, and our extenſive *Commerce* with it, renders a continual Uſe of them neceſſary, I ſhall give my Reader an Account of that Part of their Laws, which I think may be of Service, and merit his Regard, in as brief a manner, as the Importance of the Subject to all that are, or may be concerned in the *Dutch* Trade will permit, without curtailing any thing I ſhall deem requiſite for their Information.

The States of *Holland* and *Weſt-Frize,* in their Ordinance about the Pilots of *Huyſduynen, Petten, Calans-oog, Texel,* and the Neighbouring Parts, order *That*

Ordonnance des Etats de Holland, &c. du 15 de *Sept.* 1685. Art. 1, 2.

No one ſhall be admitted as a Pilot, who is not ſtrong and robuſt; not leſs than twenty-five or above ſixty Years of Age; who ſhall have ſailed at leaſt four Years in the Openings of that Country, and have an entire Knowledge of the Currents of the *Texel,* and he ſhall then have a Mark given him of his Admittance.

Ditto, Art. 5.

To evitate all Diſputes, the Governors or Steerſmen of the Pilot Boats, may put aboard the Veſſel that wants one, ſuch ſworn Pilot as he thinks moſt capable, without any Hindrance from the others, under Penalty of 6 Florins, except the Maſter elects any other than him propoſed.

Ditto, Art. 6.

No other Pilots but thoſe, who have been examined and authorized as aforeſaid, and have received the Badge of their Office (which they are to ſhew, as well as this preſent Ordinance, to all Commanders before they undertake to conduct them either in, or out, under Penalty of forfeiting 24 Florins for each Offence) ſhall dare to undertake the Charge of any Ship, going out, or coming in, &c.

Ditto, Art. 7.

The Pilots are obliged to conduct the Ships, as far as on this ſide the

Vlaak,

Vlaak, and if the Captains deſire to be piloted farther, the Pilots may not refuſe, though thereby they are detained, one, two, or three Days extraordinary abaord, they ſhall have 6 Florins beſides their common Pay, if the Ship is only in Ballaſt, or 9 Florins, if ſhe is loaded, provided that all foreign Ships, (excepting only thoſe which bring Oxen) pay 9 Florins, if empty, and 13 Florins, 10 Sols, if laden; and if a Pilot remains aboard more than the ſaid three Days, he ſhall have 40 Sols a Day, beſides his ordinary Salary, the ſame as the Pilots of *Vlieland* and of *Terſchelling* have, according to the fifth Article of their Ordinance; but when in Winter a Pilot has conducted a Ship into a good Road, free from the Danger of the Ice, and remains there two or three Days, the Pilotage is earned, and it ſhall be free to the Captain to detain the Pilot on board, paying him 40 Sols *per* Day. If it happens that a Pilot having conducted the Veſſel on this Side the *Vlaak*, and the Maſter cannot pay him, either for want of Money, or otherwiſe, ſo that the Pilot is obliged to come up with the Ship to the Place deſigned, the Maſter ſhall give him 12 Florins beſides his Pilotage, and may for this make uſe of him until their Arrival; but if the Pilot is accidentally detained, thro' want of a Boat, *&c.* to put him aſhore; in ſuch caſe, the Maſter is not obliged to pay him any more than his Pilotage.

Ditto, Art. 8.

All Pilots ſhall be obliged to board the Ships, at a League without the *Shallows*, or *Flats*, and thoſe which ſhall not enter them, but on this Side the firſt Buoy, ſhall only have half Pilotage.

Ditto, Art. 9.

All Ships and Gallies that come from the *Weſt*, from the *Levant*, from *Barbary*, *Genoa*, the *Canaries*, from *Spain*, *France*, *England*, *Muſcovy*, *Groenland*, *Denmark*, *Sweden*, *Coningſberg*, *Dantzick*, *Bergen*, *Dronthem*, *Nileus*, *Hambourg*, and other Places in their Neighbourhood, as alſo the Galliots, or other Veſſels, loaden with Charcoal, of whatſoever Nation they are, as well Foreigners as Natives, who will enter the *Texel*, ſhall be obliged to take Pilots, and to pay them on the Footing of the preſent Ordinance, when they come to offer themſelves without the Buoys, provided, that the Veſſels from the North ſhall pay 24 Sols the Foot to *Nieuws Diep*, and 24 Sols the Foot, to this Side of the *Vlaak*, and that they are free in the Road of the Merchants, or *Koopwarders* Reede. The Veſſels coming from *Normer*, *Dronthem*, and *Romſdaal*, with Bale Goods, Iron, Fiſh-oyl, and other Commodities, ſhall pay as much as thoſe from the *Baltick*, without Exception; but the Galliots or Smacks coming from *l'Eyder*, *Jutland*, or *Norway*, either in Ballaſt, or loaden with Cattle, ſhall pay 15 Sols the Foot, if the Pilots go aboard them beyond the Openings, and the Pilots may leave them when they have conducted them into the Road of the Merchants; but if a Pilot quits his Ship, before bringing her into the ſaid Road, he ſhall forfeit 12 Florins; and if the Captain will be piloted on this Side the *Vlaak*, he ſhall augment the Pilot's Salary 5 Sols *per* Foot, paying 20 Sols, inſtead of 15. And if the Captain refuſes to pay the Pilot, this latter may follow him to his deſtin'd Port, to recover his Salary, and the Charges occaſioned him, for which Charges, he ſhall be allowed 12 Florins; the Veſſels which have a third of their Loading, ſhall pay as is ordained in the 24th Article, and all that is taken in with the Tackle, or that is loaden in a Ship from Hand to Hand, whether it be Oils, Bales, Sacks, Caſks, Lead, *&c.* ſhall be reputed Merchandize, except all ſorts of Wood, which ſhall not be eſteemed ſuch.

Ditto, Art. 10.

The Pilots ſhall be obliged to go and come once a Month thro' the Openings, to ſound the Depths exactly, to viſit the Banks and Shores, and nicely to examine the Buoys and their Ropes, to ſee that they are not worn out, and whether the Shallows are any thing altered, which they ſhall alſo be obliged to do, as often as there ſhall happen tempeſtuous bad Weather; and if they perceive any Change in the Shallows, Banks, or elſewhere, they ſhall be obliged immediately to declare it to the Lords Commiſſioners, that they may immediately remedy it.

Ditto, Art. 11.

And if it happens that the Pilot runs the Ship aſhore, whether through Villany, Diſaſter, Inadvertency, or Imprudence, the Commiſſaries ſhall take Cognizance of it, and puniſh him according to the Exigence of the Caſe, either by Suſpenſion, Diſcharging, Baniſhing, or by a greater Puniſhment, even with Death; but if it happens thro' an extraordinary Caſualty, as by an unforeſeen Miſchance of a ſudden Change of Wind, or of the Current, or other ſimilar Accidents, the Penalty ſhall be moderated by the Commiſſioners, as they ſhall think juſt; ordering to this Effect, the reſpective Officers to inform themſelves exactly of what has paſſed, and to ſend their Declarations to the Commiſſioners, as alſo, if the Caſe requires it, to ſeize the Pilot, and proceed againſt him, according to what he has done.

Ditto, Art. 16.

Ships or other Veſſels ſhall pay for piloting out, *viz.*

Thoſe that draw	10 Feet Water	8 Sous	the Foot.
	11 D°.	9 D°.	
	12 D°. —	10 D°.	

And thoſe that draw above twelve Feet Water ſhall pay 12 Sols the Foot.

And in caſe of refuſing Payment, the Pilot on the Ship's Return may purſue the Captain to the Place he is bound to, to recover his Due, with Charges, for which he ſhall be allowed 12 Florins; but the Veſſels going to the North are excluded; and thoſe which have a Third or more of their Cargo, ſhall pay Pilotage as follows.

Thoſe that draw from

Feet Water	Florins	Sols
7 to 8 Feet Water	F. 6	
8½	6	10
9	7	
9½	7	10
10	8	
10½	9	
11	10	
11½	11	
12	12	
12½	13	
13	14	
13½	15	
14	16	
14½	18	
15	20	
15½	22	10
16	25	
16½	27	10
17	30	
17½	35	
18	40	
18½	44	
19	48	
19½	53	
20	58	

thoſe that draw more Feet Water, ſhall pay for every Surplus Foot, 12 Florins, and 6 Florins for each half Foot, but nothing for the Quarter of a Foot.

Ditto, Art. 17.

And every Pilot ſhall be obliged to abide aboard, till the Ship is got without, and ſhall not undertake to carry out another, till he has conducted the firſt into open Sea, on Penalty of twelve Florins Mulct, and Suſpenſion for twelve Weeks; and when the Wind is fair for getting out, the Pilot Boats muſt not take any one in to carry aboard, but the Captain of the Ship which the Pilot is going to take under his Care, on Forfeiture of eight Florins; but if it happens that ſome other Captains go in the ſame Boat, they ſhall be obliged each of them to carry a Pilot with them to conduct their Ships abroad, if they do not declare that their Pilot is left aboard, and tell their Name and Sirname, on Penalty to the Boatman or Pilot who undertakes it, (be it through Malice, Ignorance, or Contempt of the Laws) of nine Florins, for each Captain that he has carried aboard without a Pilot, and ſhall be obliged on his Return aſhore, to declare to the Officer, the Names of the Captains that he has carried aboard, and that of the Pilots, as above, on Penalty of 18 Florins.

Ditto, Art. 18.

When the Pilots arrive on board, they ſhall immediately demand of the Captain or Mate how much Water the Ship draws, which they ſhall be obliged to declare without Reſerve, on Pain of forfeiting 16 Florins.

Ditto, Art. 19. 20.

The following Pilotage ſhall be paid for the Entrance of Ships, according to the Feet they draw of Water, counting by Feet and half Feet, which the Captains ſhall be obliged to pay, except thoſe which come from the North, as in the 9th Art. *viz.* in *Summer* to commence from the 1ſt of *April* to the 1ſt of *September*, to be counted from the Day that the Ship paſſes the *Vlaak*, and not from the Day that ſhe ſhall be got in.

For every Ship or Veſſel that draws

Feet Water	Florins	Sols
7, 8, 9, to 10 Feet Water	F. 12	
10½	13	10
11	15	
11½	16	10
12	18	
12½	19	
13	20	
13½	23	
14	26	
14½	29	
15	32	
15½	36	
16	40	
16½	47	10
17	55	
17½	63	10
18	72	
18½	81	
19	90	
19½	100	
20	110	

In

In Winter, *to begin from the 1ſt of* September *to the laſt Day of* March.

Ditto, Art. 21.

Drawing		F.	
7, 8, 9, to 10	Feet Water	18	
10½	—	19	10
11	—	21	
11½	—	22	10
12	—	24	
12½	—	26	
13	—	28	
13½	—	31	
14	—	34	
14½	—	38	10
15	—	43	
15½	—	48	10
16	—	54	
16½	—	63	
17	—	72	
17½	—	82	
18	—	92	
18½	—	103	10
19	—	115	
19½	—	127	10
20	—	140	

Ditto, Art. 22. And every Veſſel that draws more than twenty Feet Water, ſhall pay for every Foot over 25 Florins, though only Feet and half Feet ſhall be paid for, without reckoning any thing for the quarter of a Foot, under Penalty of 20 Florins.

Ditto, Art. 24. All Veſſels coming from the *Levant*, *Barbary*, the *Canaries*, from *Spain*, *France*, *England*, *Muſcovy*, and all other Parts as in the 9th *Art.* with a Third, or more, of their Loading, ſhall be deemed as full, and ſhall pay 3 Florins inſtead of 2, provided that the reſt of their Cargo conſiſts only in Salt, or in common Goods; and the Veſſels which ſhall not have a third of their Loading, ſhall pay according to the preceding Regulations, made in this Ordinance.

All Ships coming from Guinea *ſhall pay*

Ditto, Art. 25.

Drawing		F.	
8	Feet Water	20	
8½	—	21	10
9	—	23	
9½	—	25	
10	— —	27	
10½	—	29	10
11	—	32	
11½	—	34	
12	Feet Water	36	
12½	—	39	
13	— —	42	
13½	— —	46	10
14	—	51	
14½	Feet Water —	58	
15	—	65	
15½	—	73	
16	—	81	
16½	—	94	10
17	—	108	
17½	—	123	
18	—	138	
18½	—	155	
19	—	172	
19½	—	191	
20	—	110	

This being the Tax of Pilotage during Winter; and Ships coming from *America* from *Brazil*, or the neighbouring Coaſts, half loaden, ſhall pay as thoſe which come from *Guinea*; but thoſe which ſhall come from *America*, or from the *Streights* with Salt, ſhall only pay as other Ships loaden with Salt, according to the preſent Ordinance.

Ditto, Art. 26. Provided, that the Pilots who ſhall bring in any Ships in a great Storm, or ſuch as are without Anchors, Maſts, Cables, or Rudder, ſhall have, beſides their ordinary Hire, as much as the Commiſſary, or the Arbitrators, which he ſhall have eſtabliſhed, think proper to adjudge.

Ditto, Art. 27. And all Pilots ſhall be likewiſe obliged to carry all Ships and Captains out to Sea, whenever they are required, and this on reaſonable Terms; and no Pilot ſhall undertake to carry out more than one Ship at a Time, under a Penalty of 25 Florins, and Suſpenſion of ſix Weeks: Neither is it permitted to any Pilot, who has undertaken to conduct a Ship out, to reſign her to another, under Pain of 6 Florins Mulct; but if any ſuch Pilot happens to fall ſick, the Captain may take any other he pleaſes.

Ditto, Art. 28. When Pilots are to carry out, or bring in Ships, they cannot oblige Captains to take more than one, nor to charge him for any Damage that their Boat may have ſuffered in going aboard, or before the Ship, on Penalty of 25 Florins, unleſs that it be by expreſs Order of the Captain, in which Caſe he muſt produce Proofs of the ſaid Order; in Want of which, he ſhall not be allowed more than a common Pilotage.

Ditto, Art. 30. And in Caſe that a Ship appears either by Night or by Day, without meeting with any Pilot, and her Company deſire any Fiſherman (not admitted to the Function) to conduct her in, the Fiſherman is obliged to declare to the Captain that he is no ſworn Pilot: In the mean Time he may enter the Ship, and undertake to bring her in; but if afterwards it happens that a Pilot come aboard to offer his Service, he ſhall be preferred, and the Fiſherman obliged to quit her, except he agrees with the Pilot that they ſhare the Pilotage between them, which ſhall be at the Election of the one and the other.

Ditto, Art. 31. But if the Fiſherman has once brought the Ship within the firſt Buoy, before the ſworn Pilot got aboard, the Fiſherman ſhall not be obliged to abandon her, nor to yield up the Moiety of the Pilotage.

Ditto, Art. 32. *Item*, all Ships being in danger, their Captains may demand and take two Pilots, paying a double Reward; but if there remains more than one Pilot aboard, without the Captain's Order, thoſe that remain unordered, ſhall have nothing to pretend but what the Captain pleaſes to give them freely, as he ſhall think proper.

Ditto, Art. 33. When a Pilot has brought in a Ship, and received his Salary, he ſhall be obliged to give the Captain an Acquittance, which ſhall contain the Number of Feet the Ship draws, and the Sum he has received; which Acquittance he ſhall ſign or mark, and the Captain ſhall be obliged to demand one, upon which to reimburſe himſelf the Pilotage from the Merchants, in want whereof theſe latter ſhall not be obligated to pay him any thing; and beſides this, the Captain and the Pilot ſhall forfeit 6 Florins each.

Ditto, Art. 35. We forbid every one whoſoever he be, to inſult, abuſe, or injure any of the Pilots admitted and ſworn, either in the Streets, at the Water-ſide, in the publick or private Houſes; or to deride them for their Employments, on Penalty of 6 Florins for the firſt Time; 12 Florins and an arbitrary Correction for the ſecond; 18 Florins and Baniſhment for two Years for the third.

Ditto, Art. 36. If it happens that any Ship is forced to enter by the Openings, to anchor, either by a contrary Wind or otherwiſe, and would go out again, ſhe ſhall pay 15 Sols *per* Florin Pilotage; but ſuch as would be conducted within the *Vlaak*, ſhall pay full Pilotage; and if the Pilot has brought the Ship ſafely into the *Amelander Diep*, either by the Captain's Order, or conſtrained thereto by bad Weather, the Pilot ſhall be obliged to remain on board, at the Will of the Captain, until a proper Seaſon offers for getting out, and the Pilot ſhall have 6 Florins, once for all, for his Time, beſides his Victuals.

Ditto, Art. 37. If any Captain deſires his Ship to be conducted in the *Balg*, the Pilots ſhall be obliged to carry them for 20 Sols the Foot, for which the ſaid Pilots are to convey the Ships as far into the *Balg* as the Captains pleaſe; and as a great Number of Boats or Barges are commonly employed in going before large Ships, to ſound the Coaſt for their Security, there ſhall be paid for each Boat, whether they have one or more Men in them, the two-thirds of the ſaid Salary of one Florin *per* Foot, provided the ſaid Boats ſhall have a Third more, for Ships laden with Merchandize, as in the Article 24. the whole without any Diſpute, on Penalty of 12 Florins, beſides the Pilotage; and it is to be underſtood, that when a Ship in Winter, or in the icy Seaſons, ſhall have been conducted into the *Balg*, by Order or Conſent of the Captain, or his Mate, the Pilotage ſhall be earned, and afterwards a half Pilotage ſhall be paid for carrying the Veſſel from the *Balg* to the *Vlaak*.

Ditto, Art. 39. Ships which return from the *Eaſt*, from *Norway*, and the adjacent Parts, although they had taken and hired a Pilot, on going, even with the Conſent of the Commiſſary, they ſhall nevertheleſs be obliged, on their Arrival before the Place, to take another to conduct them through the Openings, and to pay him the Pilotage upon the footing of this preſent Ordinance, the which Pilotage ſhall be parted between the two Pilots; and him that ſhall have been taken to bring in the Ship, ſhall be free, after he has brought the Ship in the Road of the Merchants, or *Koopvaarders Reede*.

Ditto, Art. 40. Each Pilot Boat, or Galliot, ſhall carry a white Vane or Weather Flag at the Top of the Maſt, in which may plainly be ſeen the Numbers of 1, 2, 3, 4, 5, *&c.* to the Number of Boats that there ſhall be, or elſe the Number ſhall be marked in large Figures, of two Feet ſquare, with black Tar, at the Top of each great Sail of the Boats: and if a Pilot Boat paſſes by a ſmall Ship, without putting a Pilot aboard her, with the View of going to a larger, the Captain may declare it, and in this Caſe all the Pilots who ſhall have ſo neglected him, ſhall forfeit 25 Florins each; and all who ſhall go to Sea without their Number marked in their Flag, or in their great Sail, ſhall alſo pay 25 Florins each, and ſhall be ſuſpended

fix

ſix Weeks; and thoſe who ſhall have found any one in Fault, and not declared it to the Officer, ſhall pay the ſame Mulct.

The STATES, at the Time of making the foregoing Ordinance, for the Pilots of *Huyſduynen*, *Petten*, *Calans-oog*, *Texel*, and the adjacent Parts, made another for the Pilots of *Vlieland* and *Ter Schelling*, and the neighbouring Territories, differing chiefly from the other in the Names of the Places, and ſomething in the Charge of Pilotage, which I ſhall particularly mention.

Art. 4. Every Captain of a Ship that enters by the *Vlie*, with a Pilot of *Ter Schelling*, ſhall be obliged to pay 6 Sols every Time, more than the ordinary Pilotage, for the Relief of poor and aged Pilots.

Art. 6. The Pilots ſhall be obliged to go aboard the Ships at a League beyond the *Flats*, and thoſe who only embark on this Side, the firſt, ſecond, third, or fourth Buoy, ſhall have no more than 15 inſtead of 20 Sols *per* Foot; and if any Pilot having conducted a Ship up the *Vlaak*, and is detained either by bad Weather, or the want of a Boat to carry him aſhore, in this Caſe he ſhall have 1 Florin *per* Foot; but if in Winter Time the Ship is ſtopped by Ice, the Pilot ſhall endeavour to carry her into the *Ruys ou Sloot*, and having ſecured her there, he ſhall remain four Days to ſee whether the Weather will change, and if then the Ice continues, he has earned his Pilotage, and may quit the Ship, and the Captain ſhall pay him 3 Florins for his Attendance the four Days; and if the Captain will detain him yet longer, he ſhall pay him 15 Sols *per* Foot, beſides his Proviſions; but if the Captain will abſolutely be carried up the *Vlaak*, the Days of Pay ſhall ceaſe on heaving up the Anchor, and the Pilot ſhall be obliged to conduct him for 15 Sols the Foot; and we prohibit all others but ſworn and admitted Pilots, to undertake the bringing any Ship from *Piereveld*, by the Opening of the *Vlie*, on Penalty of 25 Florins.

Art. 7. All Veſſels coming from the *Eaſt*, *Weſt*, from *Muſcovy*, and the adjacent Parts, as alſo thoſe from *Bergen*, *Dronthem*, and *Nileus*, and all Charcoal Veſſels drawing eight Feet Water, which will enter by the *Vlie*, ſhall be obliged to take a Pilot to bring them in, although they have taken *one* at the *Sond*, or elſewhere, without leaving the Captains at liberty to refuſe, or to excuſe paying the Pilotage; and in caſe of Refuſal, the Pilots may follow the Captains to the Places they are bound to, to recover the Pilotage and Charge of their Journey, which ſhall be ſettled at 12 Florins, provided that the Galliots, or other ſmall Veſſels, which draw no more than four, five, and ſix Feet Water, ſhall pay to the *Sloot* 24 Sols the Foot, and to this Side of the *Vlaak*, 34 Sols the Foot; the Ships coming from *Normer*, *Dronthem*, or from *Romſdaal*, loaden with Iron, Oil, *&c.* ſhall pay as much as thoſe which come from the *Baltick*, without Exception; but the Galliots or other Veſſels, which only draw ten Feet Water, or leſs, coming from *l'Eyder*, *Jutland*, or *Norway*, with their Ballaſt of Salt, or loaden with Beeves, ſhall pay 15 Sols *per* Foot, if the Pilots enter them without the Openings, and conduct them to the *Sloot*, where they may quit them: But if a Pilot leaves a Ship before he has brought her to the ſaid Place, he ſhall forfeit 12 Florins; and if the Captains will keep the Pilots till on this Side the *Vlaak*, they ſhall pay them 5 Sols for each Foot, more than the 15: And in regard of loaden Ships, it ſhall be regulated, according to the 19th Art. except for thoſe who are only in Ballaſt, or thoſe which are loaded with Wood or Cattle.

Art. 14, 15. Thoſe Veſſels, which have one-third of their Cargo, ſhall pay Pilotage, as directed in Art. 16. for the *Texel*; and thoſe coming from the Eaſt and North, ſhall pay Entrance as underneath, according to the Feet they draw, to be counted by Feet and half Feet; but the Galliots or ſmall Veſſels coming from the North, which only draw from four to ſix Feet, ſhall be exempt, as in the preceding Art. *viz.* in Summer to commence the 1ſt of *April*, provided the Veſſel paſſes the *Vlaak* that Day, for afterwards the Diſtinction ſhall not be made of the Pilotage of the Summer, and Winter, but of the Day that the Ship paſſes the *Vlaak*, and not of the Day of her Entrance.

Every Ship or Veſſel which draws

5, 6, 7, 8, to 9 Feet Water	——	*F.* 12
9½	——	12 10
10	——	13
10½	——	14

And the Remainder to 20 Feet, exactly the ſame as Article 20 in the preceding Ordinance.

And for the Winter's Pilotage to commence from the 1ſt of *September*, if the Veſſel paſſes the *Vlaak* that Day, till the laſt of *March*.

Every Ship or Veſſel which draws

4, 5, 6, 7, 8, to 9 Feet Water	—	*F.* 18
9½	——	18 10
10	——	19 10
10		20 5

And

And the reſt as far as 20 Feet, is the ſame as in Article 21, of the foregoing Ordinance.

As are all the other Articles which I have omitted here, being only Repetitions of the others quoted before, and as moſt of the Marine Laws in the Northern, and other Kingdoms where there are any, are taken from theſe their *Batavian* Neighbours, I ſhall not enlarge further on this Subject.

Of *Wrecks, Flotſam, Jetſam,* and *Lagan.*

Jacob's Law Dictionary.

A *Wreck*, (in *Latin*, *Wreccum Maris*, and in *French*, *Wreck de Mer*) ſignifies in our Law, ſuch Goods, as after a *Shipwreck*, are caſt upon the Land by the Sea, and left there within ſome County; for they are not *Wrecks* ſo long as they remain at Sea, in the Juriſdiction of the Admiralty.

2 Inſt. 167. 560. 106. *a.*

560. 106. *b.*

Flotſam, is when a Ship is ſunk, or otherwiſe periſhed, and the Goods float upon the Sea.

ibid.

Jetſam, is when a Ship is in Danger of being loſt, and in order to ſave, by lightening her, ſome Goods are caſt into the Sea, and notwithſtanding which ſhe afterwards periſhes.

ibid.

Lagan, or *Ligan*, are thoſe heavy Goods which are caſt into the Sea, before a Ship is loſt, in order to preſerve them, and that they may be found again, (if Providence permits) a Buoy is generally faſtened to them.

Bracton. lib. 3. *c.* 2.

F. N. B. 122. 46 *E.* III.

The King ſhall have *Flotſam*, *Jetſam* and *Lagan*, when the Ship periſheth, or when the Owners of the Goods are not known; but when the Ship does not periſh, *e contra.*

A Man may have *Flotſam* and *Jetſam* by the King's Grant; and may have *Flotſam*, within the high and low Water-mark by Preſcription, as it appears by thoſe of the Weſt Countries, who preſcribe to have Wreck in the Sea, ſo far as they may ſee a *Humber* Barrel.

Coke 5. *part. fol.* 107. *Coke* 2 Inſt. *fol.* 167.

By the Grant of Wreck, will paſs *Flotſam*, *Jetſam*, and *Lagan*, when they are caſt upon the Land; but if they are not caſt upon the Land, the Admiral hath Juriſdiction, and not the *Common Law*, and they cannot be called *Wreck.*

Sir *Hon. Conſtable*'s Caſe. *Coke* 5. part. *fol.* 107.

By the *Common Law* all *Wrecks* belonged to the Crown, and therefore they are not chargeable with any Cuſtoms, becauſe Goods coming into the Kingdom by *Wreck*, are not imported by any Body, but caſt aſhore by the Wind and Sea: But it was uſual to ſeize *Wrecks* to the King's Uſe, *only* when no Owner could be found; and in that Caſe, the Property being in no Man, it in conſequence belongs to the King, as Lord of the *Narrow Seas.*

Bract. lib. 2. *cap.* 5.

Though when a Man, Dog, or Cat, eſcapes alive out of any Ship that is loſt, neither the Ship, nor any thing therein ſhall be adjudged *Wreck*, but the Goods ſhall be ſaved and kept a Year and a Day by the *Sheriff*, to be reſtored to any Perſon who can prove a Property in them; and if nobody appears to claim in that Time, they ſhall be forfeited as *Wreck*; the Year and Day ſhall be accounted from the Seizure; and if the Owner of the Goods dies before the Expiration of that Term, his Executors or Adminiſtrators may make Proof, tho' if the Goods are *Bona peritura* (periſhable Goods) the *Sheriff* may ſell them within the Year, taking care he does it to the beſt Advantage, and accounts for their Produce.

Weſtm. 1. Cap. 4. 3 *E.* I.

2 Inſt. 166.

5 Rep. 106.

If a Man have a Grant of *Wreck*, and Goods are *wrecked* upon his Lands, and another taketh them away before Seizure, he may bring an Action of Treſpaſs, *&c.* for before they are ſeiſed, there is no Property gained to make it Felony.

1 *Hawk.* P. 6. 94.

If Goods *wrecked* are ſeized by Perſons having no Authority, the Owner may have his Action againſt them; or if the Wrong-doers are unknown, he may have a Commiſſion to inquire, *&c.*

2 Inſt. 166.

Goods loſt by Tempeſt, Piracy, *&c.* and not by *Wreck*, if they afterwards come to Land ſhall be reſtored to the Owner.

27 *Ed.* III. Cap. 13.

When a Ship is ready to ſink, and all the Men therein, for the Preſervation of their Lives, quit the Ship, and afterwards ſhe periſhes, if any of the Men are ſaved and come to Land, the Goods are not loſt.

A Ship

2 Inſt. 167. A Ship on the Sea was chaſed by an Enemy; and the Men therein, for the Security of their Lives, forſook her; ſhe was afterwards taken by the Enemy and ſpoiled of her Goods and Tackle, and then turned adrift; after this, by Streſs of Weather, ſhe was caſt on Land, where it happened her Men ſafely arrived; and it was reſolved that this was no *Wreck*.

Goods may be retained for Payment of Salvage; but if the Ship and Goods periſh in the Sea, and the Owners do totally forſake her, and ſhe thereby becomes a *Derelict*, in ſuch Caſe, the firſt Poſſeſſor that recovers her, or any Part of her Lading, gains a *Property*, and this according to the Law of Nations, *as is that given for loſt*, or *whereof there is no Hope of Recovery*.

Of *Salvage*, *Average*, or *Contribution*.

SALVAGE is an Allowance made for ſaving of Ship or Goods from the Dangers of the Sea, Pirates, or Enemies, and is provided for in the following Acts, *&c.*

12 *Ann.* St. 2. Cap. 18. S. 1. The Sheriffs, Juſtices of Peace of every County, and all Mayors, Bailiffs, and other head Officers of Corporations and Port Towns near the Sea, and all Conſtables, Headboroughs, and Officers of the Cuſtoms, ſhall, upon Application made to them, on Behalf of any Commander of a Ship, being in Danger of being ſtranded, command the Conſtables of the Ports neareſt the Coaſts where ſuch Ship ſhall be in Danger, to ſummon as many Men as ſhall be thought neceſſary, to the Aſſiſtance of ſuch Ship; and if there ſhall be any Ship belonging to her Majeſty or her Subjects, riding near the Place, the Officers of the Cuſtoms and Conſtables, are required to demand of the ſuperior Officers of ſuch Ship, Aſſiſtance by their Boats, and ſuch Hands as they can conveniently ſpare; and in caſe ſuch ſuperior Officer of ſuch Ship neglect to give ſuch Aſſiſtance, he ſhall forfeit 100*l.* to be recovered by the ſuperior Officer of the Ship in Diſtreſs, with Coſts, in any of her Majeſty's Courts of Record.

Ditto, S. 2. The Collectors of the Cuſtoms, and the commanding Officer of any Ships, and all others who ſhall act in the preſerving of any ſuch Ship in Diſtreſs, or their Cargoes, ſhall within thirty Days be paid a reaſonable Reward, by the Commander or Owners of the Ship in Diſtreſs, or by the Merchant, whoſe Ship or Goods ſhall be ſaved; and in default thereof, the Ship or Goods ſhall remain in the Cuſtody of ſuch Officer of the Cuſtoms, until all Charges be paid, and until the ſaid Officer of the Cuſtoms, and the Maſter or other Officer of the Ship, and all others ſo employed, ſhall be reaſonably gratified, or Security given for that Purpoſe, to the Satisfaction of the Parties; and in caſe, after ſuch Salvage, the Commander, Mariners, or Owners of ſuch Ship ſo ſaved, or Merchant whoſe Goods ſhall be ſaved, ſhall diſagree with the Officer of the Cuſtoms, touching the Monies deſerved by any of the Perſons employed, it ſhall be lawful for the Commander of the Ship ſo ſaved, or the Owner of the Goods, or the Merchant intereſted, and alſo for the Officer of the Cuſtoms, to nominate three of the neighbouring Juſtices of Peace, who ſhall adjuſt the *Quantum* of the Gratuities, to be paid to the ſeveral Perſons, and ſuch Adjuſtments ſhall be binding to all Parties, and ſhall be recoverable in an Action at Law in any of her Majeſty's Courts of Record; and in Caſe no Perſon ſhall appear to make his Claim to the Goods ſaved, the chief Officer of the Cuſtoms of the neareſt Port, ſhall apply to three of the neareſt Juſtices of Peace, who ſhall put him, or ſome other reſponſible Perſon, in Poſſeſſion of the Goods, ſuch Juſtices taking an Account of the Goods, to be ſigned by ſuch Officer of the Cuſtoms; and if the Goods ſhall not be claimed within twelve Months, public Sale ſhall be made thereof (and if periſhable Goods, forthwith to be ſold) and after Charges deducted, the Reſidue of the Monies, with an Account of the Whole, ſhall be tranſmitted to her Majeſty's Exchequer, for the Benefit of the Owner, who, upon Affidavit or other Proof of his Property, to the Satisfaction of one of the Barons, ſhall, upon his Order, receive the ſame.

Ditto, S. 3. If any Perſons beſides thoſe impowered by the Officer of the Cuſtoms, and the Conſtables, ſhall enter, or endeavour to enter on board any ſuch Ship in Diſtreſs, without the Leave of the Commander, or of the Officer of the Cuſtoms, or Conſtable; or in Caſe any Perſon ſhall moleſt them, in the ſaving of the Ship or Goods, or ſhall deface the Marks of any ſuch Goods, before the ſame be taken down in a Book by the Commander, and the firſt Officer of the Cuſtoms; ſuch Perſon ſhall, within twenty Days, make double Satisfaction, at the Diſcretion of the two next Juſtices of Peace, or

or in Default thereof, ſhall by ſuch Juſtices, be ſent to the next Houſe of Correction, where he ſhall be employed in hard Labour twelve Months; and it ſhall be lawful for any Commander, or ſuperior Officer of the Ship in Diſtreſs, or of the Officer of the Cuſtoms, or Conſtables on board the Ship, to repel by Force any ſuch Perſons as ſhall, without Conſent as aforeſaid, preſs on board the ſaid Ship in Diſtreſs, and thereby moleſt them in the Preſervation of the Ship.

Ditto, S. 4. In caſe any Goods ſhall be found on any Perſon, that were ſtolen or carried off from any ſuch Ship in Diſtreſs, he, on whom ſuch Goods ſhall be found, ſhall, upon Demand, deliver the ſame to the Owner, or to ſuch Perſon by ſuch Owner authorized to receive the ſame, or ſhall be liable to pay treble the Value, to be recovered by ſuch Owner in an Action.

Ditto, S. 5. If any Perſon ſhall make, or be aſſiſting in the making, a Hole in any Ship ſo in Diſtreſs, or ſteal any Pump, or ſhall be aiding in the ſtealing ſuch Pump, or ſhall wilfully do any thing tending to the immediate Loſs of ſuch Ship, ſuch Perſon ſhall be guilty of Felony, without Benefit of Clergy.

Ditto, S. 6. If any Action be proſecuted for any thing done in Purſuance of this Act, all Perſons ſo ſued, may plead the general Iſſue; and this Act ſhall be a public Act.

Ditto, S. 7. If any Officer of the Cuſtoms ſhall, by Fraud or wilful Neglect, abuſe the Truſt hereby repoſed in him, and ſhall be convicted thereof, ſuch Officer ſhall forfeit treble Damages to the Party grieved, *&c.* and ſhall be incapable of any Employment relating to the Cuſtoms.

Ditto, S. 8. This Act ſhall be read four Times in the Year, in all Churches and Chapels of every Sea Port Town, and upon the Sea Coaſt, upon the *Sundays* next before *Michaelmas-Day*, *Chriſtmas-Day*, *Lady-Day*, and *Midſummer-Day*, in the Morning after Prayers and before Sermon.

Ditto, S. 9. This Act ſhall not prejudice her Majeſty, or any Grantee of the Crown, or any Lord of a Manor, or other Perſon, in relation to any Right to *Wreck*, or Goods that are *Flotſam*, *Jetſam*, or *Lagan*.

4 *Geo.* I. Cap. 12. S. 2. *Made perpetual*, 4 Geo. I. *Cap.* 12. The Act, 12 *Ann.* St. 2. Cap. 18. ſhall not affect the ancient Juriſdiction of the Admiralty Court of the *Cinque Ports*, but the Officers of the ſaid Court ſhall put the ſaid Act in Execution, within the Juriſdiction of the *Cinque Ports*.

Average and Contribution are ſynonymous Terms in Marine Caſes, and ſignifies a Proportioning of a Loſs to the Owners of Goods thrown overboard in a Storm (in order to preſerve the Remainder, with the Ship, and Lives of the Men) with the Proprietors of thoſe that are ſaved, and of the Veſſel.

And as Ships in their Voyages are expoſed to Storms, and often ſaved from periſhing, by caſting Goods overboard to lighten them, it has therefore been always allowed, and is juſtified both by Laws and Cuſtom, and in caſe of imminent Danger, any Thing may be thrown away to evade it, though as heavy Goods ſeem moſt likely to anſwer the Purpoſe, and are generally leaſt in Value, they ſhould be firſt deſtined to Deſtruction.

However, to make this Action legal, the three following eſſential Caſes ought to concur.

1ſt. The Ship muſt be in evident Hazard of periſhing, with her Cargo and Crew.

2d. The Reſolution the Captain takes on this melancholy Occaſion, ſhould be in conſequence of a Conſultation, held with his Officers and Sailors, to endeavour to ſave themſelves, Ship, and Cargo, either by throwing ſome Goods overboard, or by cutting ſome of the Maſts, *&c.* away, and by occaſioning theſe extraordinary Expences ſtrive to ſecure the Remainder for the Proprietors Benefit.

3d. That the Ship and Cargo, or the Part of them that are ſaved, has been ſaved by the Means uſed, with that ſole View.

Agreeable to theſe three Axioms, it muſt be concluded, that all the Expence and Loſſes, which are thus voluntarily made to prevent a total one of Ship and Cargo, ought to be equally borne, by the Ship and her remaining Loading.

But all that which is broken or loſt by a Storm, as Anchors, Cables, Maſts, Sails, Cordage, *&c.* is not to be comprehended in common Averages, becauſe the Tempeſt only was the Occaſion of this Loſs, and not made by the Deliberation of the Maſter and his Crew, with the View to ſave the Ship and Loading; though on the contrary, if after Advice taken by the Company, or the major Part of them, the Captain cuts away, or abandons any thing of the Ship or Cargo, with a View to prevent a greater Misfortune, all that which was ſo cut away, *&c.* muſt be brought into an Average.

If the Ship happily out-weathers the Storm, and arrives in Safety at her deſtined Port, the Captain muſt make his regular Proteſts, and beſides, *jointly* with the major Part of his Crew, muſt ſwear, that the Goods were caſt overboard for no other Cauſe, but

but purely for the Safety of Ship and Lading; and the Method of elucidating and clearing up this Point, varies according to the ſeveral Countries, and Places they arrive at.

The Ship arriving in Safety, thoſe Goods ſhe brings with her muſt come into an Average, and not only thoſe that pay Freight, but *all* that have been ſaved and preſerved by ſuch *Ejection*, even Money, Jewels, Clothes, &c. are not exempted.

But a Man's Apparel in Uſe, Victuals, &c. put aboard to be ſpent, are totally excluded from the Contribution.

Joh. Locinius, l. 2. c. 7. de Jactu; & 8. de Contribut.

In the Rating of Goods by way of Contribution, this Order uſed to be always obſerved, *viz.* if they are caſt overboard before half the Voyage be performed, then they are to be eſteemed at the Price they coſt; and if after, then at the Price as the reſt, or the like Sorts, ſhall be ſold for at the Place of Diſcharge; and this Regulation continues ſtill in *France* and *Holland*, tho' here and elſewhere the Loſt and the Saved are ſometimes eſtimated as the latter ſell for.

The Owner of the Goods that have been thus ejected, or his Factor, ſhould take Care to have the Loſs valued before the Ship's Diſcharge, in which the Maſter ought to aſſiſt, and ſettle all Averages before he unloads.

Leg. Navis 4. ad Leg. Rhod. and Venius's Comment. fol. 235.

And it is not only the Goods that are thrown over that muſt come into the Average, but thoſe alſo which ſhall have received any Damage, by the Action of the others Ejectment, by Wet, &c.

2 *Rolls's* Rep. 498. *Caps* v. *Tooker.*

If Goods ſhipped in *England* are in a Tempeſt thrown overboard, in order to preſerve the Veſſel and Crew, and theſe Goods are taken up and preſerved by another *Engliſh* Ship, the Owners bring *Trover*, it lies, becauſe delivered upon the Land.

12 *Coke* 63. 2 *Bulſtr.* 280.

It is lawful for Perſons to caſt Goods overboard, out of a Ferry-Boat, in Caſe of a Tempeſt, to preſerve their Lives; but if the Ferryman ſurcharge the Boat with Goods, the Owners of them ſhall have their Remedy againſt him, but not otherwiſe.

So if an Ejection of Goods from any Ship is occaſioned by the Indiſcretion of the Maſter's lading her above the *Birth-Mark*, it is cuſtomary in ſuch Caſes, by the Marine Laws, to have no Contribution made, but Satisfaction is due from the Ship, Maſters, or Owners. *Luſt. Sernus. S.* 27. & *Si.* 23. *ad Leg.* Abuil.

Ditto. Ditto.

And as this Law doth take Care, that ſuch common Calamities ſhall be borne by all the intereſted Parties, by a general Contribution, ſo the *Common Law* takes Notice of the Miſfortune, and makes Proviſion for the Maſter's Indemnification; and therefore if the Owner of ſuch ejected Goods, ſhall bring an Action againſt the Maſter or the Owner of the Veſſel, the Defendant may plead the Special Matter, and the ſame ſhall bar the Plaintiff.

Bird v. Aſtoot.

Ad Leg. Rho. l. 2.

As the Common Law looks upon the Goods or Cargo as a Pawn or Pledge for the *Freight*, ſo the *Marine Law* looks upon them likewiſe as a Security for anſwering any *Average* or *Contribution*, and that the Maſter ought not to deliver them *(as above)* till the *Contribution* is ſettled, they being tacitly obliged for the one as well as the other.

F. de Leg. Rhod. Leg. Navis onuſt. Leg. Navis. ad Leg. Rhod. de Jactu. Moor. 297.

If a *Lighter*, *Skiff*, or the Ship's Boat into which Part of the Cargo is unladen, to lighten the Ship, periſh, and the Ship be preſerved, in that *Caſe* Contribution is to be made; but if the Ship be caſt away, and the Lighter, Boat or Skiff, be preſerved, there no Contribution or Average is to be had, it being a Rule, *no Contribution but where the Ship arrives in Safety.*

Leg. Rhod. de Jactu. l. 2. *Si. Navis a Piratis.*

If a Ship be taken by Enemies or Pirates, and the Maſter, to redeem her and Cargo, promiſes a certain Sum of Money, for Performance whereof he becomes a Pledge or Captive in the Hands of the Captor; in this Caſe, he is to be redeemed at the Expence of the Ship, Lading, and Money (if any on board) all being obliged to contribute for his Ranſom, according to each Man's Intereſt.

Moor. f. 297. *plt.* 443. *Hicks v. Palington.*

So where a Pirate takes Part of the Goods to ſpare the reſt, Contribution muſt be paid.

But if a Pirate takes by Violence Part of the Goods, the reſt are not ſubject to Average, unleſs the Merchant hath made an expreſs Agreement to pay it after the Ship is robbed.

Grot. de Introd. Jur. Holl. p. 29.

Though if Part of the Goods are taken by an Enemy, or by Letters of Mart and Reprizal, *e contra.*

Pekius ad Leg. Rhod. de Jactu. f. 196, 197, 198.

In ſettling an Average, an Eſtimate muſt be made of all the Goods loſt and ſaved, as well as of what the Maſter ſhall

ſhall have ſacrificed of the Ship's Appurtenances to her Preſervation, and that of her Cargo: and if any thing flung into the Sea, is again recovered, Contribution is only to be made for the Damage it ſhall have received.

The Pilot's Fee that brought the Ship into a Port or Haven, for her Safeguard (it being not the Place ſhe was deſigned for) muſt be contributed to, as the Raiſing her from the Ground muſt be, when there is no Fault in the Maſter.

Grot. de Intro. Jur. Holl. 329. *Venius* and *Peckeus.* Com. on the Laws of *Rhod.* fol. 236.

If a Maſter of a Ship lets her out to Freight, and in Conſequence thereof receives his Loading, and afterwards takes in ſome Goods, without Leave of his Freighters, and on a Storm ariſing at Sea, Part of his Freighter's Goods are thrown overboard, the Remainder are not ſubject to an Average, but the Maſter muſt make good the Loſs out of his own Purſe.

J. P. Ricard. Le Negoce de Amſterdam. *p.* 279.

If a Ship is taken by Force and carried into ſome Port, and the Crew remains on board to take care of, and reclaim her, not only the Charges of ſuch Reclaiming ſhall be brought into an Average, but the Wages and Expences of the Ship's Company during her Arreſt, and from the Time of her Capture and being diſturbed in her Voyage.

Ditto.

And he from Mr. *Adrian Verwer* on the Marine Laws of the *Low Countries.*

But the Sailors Wages, *&c.* of a Ship detained in Port by Order of State, ſhall not be brought into an Average, and the Reaſon aſſigned for it is, that in the preceding Caſe, the Crew remained aboard to take Care of the Veſſel, whilſt they were endeavouring to reclaim her, and theſe Charges were occaſioned with the *ſole* View of preſerving the Ship and Cargo for their Proprietors; but in this latter Caſe, there was no Room for ſuch a Pretence, as the embargoing Sovereign would not have either Ship or Cargo, but only hinder their Departure for ſome political Reaſons, wherefore it could not be ſaid that the Ship's Company remained on board to prevent an entire Loſs; the only Motives to be offered for an Average.

Neverthefeſs it ſeems that both Reaſon and Juſtice require that the Expence and Wages of a Ship's Company, detained in Port by a Prince's Order, ſhould be brought into a general Average; for if on one Side, the Merchants who have loaded her, are conſiderable Sufferers by the Delay, in the Arrival of their Goods at the deſtined Ports, the Owners of the Ships are not leſs ſo, more eſpecially if the Crew is large, and the Detention long; and thoſe who drew up the Ordinance of *Lewis* XIV. very well perceived in Part, that to oblige the Owners of a Veſſel ſo detained, to ſupport the whole Expence, would be a great Hardſhip and Injuſtice, as the VIIth Article of the ſaid Ordinance (under the Title of *Averages*) expreſſes in direct Terms, *viz. The Food and Wages of Sailors, belonging to a Ship embargoed by an Order of State, ſhall be alſo reputed as Part of general Averages, if ſhe is hired by the Month; but if ſhe is freighted by the Voyage, they ſhall be borne by her alone.*

From whence I think it ought to be concluded, that although a Ship freighted by the Month or Voyage, is only mentioned in the foregoing, yet when the Proprietors of a Veſſel hire her *Crew* by the Month, they have a Right to bring the Expence and Wages of their Sailors into an Average, for the whole Time that the Ship ſhall be detained; though, on the contrary, they cannot juſtly pretend to bring the Expence of the Mariners into an Average when they are hired for the Voyage, as the Expence is always the ſame, whether they be hired by the Month or Voyage, and being occaſioned by the Will of the Sovereign who laid the Embargo, I do not ſee that there ought to be any Diſtinction, unleſs there were ſome Goods aboard, which were the Cauſe of her Arreſt, for in this Caſe it would be reaſonable that the ſaid Merchandiſes ſhould pay the whole Expence.

Though it ought to be noted, the Charges of unloading a Ship, to get her into a River or Port, ought not to be brought into a general Average, but when occaſioned by an indiſpenſable Neceſſity to prevent the Loſs of Ship and Cargo; as when a Ship is forced by a Storm to enter a Port to repair the Damage ſhe has ſuffered, if ſhe cannot continue her Voyage without an apparent Riſque of being loſt; in which Caſe, the Wages and Victuals of the Crew are brought into an Average from the Day it was reſolved to ſeek a Port to refit the Veſſel, to the Day of her Departure from it, with all the Charges of Unloading and Reloading, Anchorage, Pilotage, and every other Due and Expence, occaſioned by this Neceſſity.

The Maſter of a Ship, who is obliged from the aforeſaid Motives, to cut away, or throw overboard any of his Maſts, Rigging, *&c.* has a privileged Hypothecation, and the Right of Detention of the Goods he ſhall carry to their deſtined Port, till they contribute to a general Average; and it is to be obſerved, that Goods caſt overboard to lighten the Ship, make no *Derelict.*

5 Co. 107. *b.*

And

And having now gone through what I thought neceſſary to offer on the Subject of general *Averages*, I ſhall juſt mention a Word or two of what we term *Petty Average*, being a ſmall Duty joined to *Primage*, which Cuſtom has made a Maſter's Perquiſite *extra* of the Freight, and is commonly here 5 *per Cent.* as it has been ſettled in *France* and *Holland*, &c. tho' 10 *per Cent.* is commonly paid in this latter, notwithſtanding two publick Edicts which limit it, as aforeſaid, to half the Sum: The Origin of it was an Allowance made to Maſters of Veſſels for ſundry petty Expences, to which the Loading was obliged to contribute, but has been for ſome Years paſt tranſmuted to the Terms aforeſaid; and I ſhall not now enlarge on this Subject of *Averages*, but refer my Reader to what I ſhall have Occaſion to ſay more about them, under the Title of *Inſurance*; Interim I ſhall content myſelf with the Quotations offered, in Hopes I have neither exceeded or fell ſhort of my Lector's Expectations, in my treating this extenſive Theme, which of itſelf would furniſh ſufficient Matter for an entire Volume.

Of *Ports*, *Havens*, *Lighthouſes* and *Sea Marks*.

A *Port*, *Harbour*, or *Haven*, is a Place where Ships may ſhelter from bad Weather, and where Cuſtomhouſes are appointed to ſuperviſe their Loading and Unloading; theſe in *England* have many Members and Creeks belonging to them, which are diſtinguiſhed as follows, *viz.*

Members, are thoſe Places, where anciently a Cuſtomhouſe hath been kept, and where Officers or their Deputies attend, as they are lawful Places of Exportation or Importation.

Creeks, are Places where commonly Officers are, or have been placed, by way of Prevention, not out of Duty or Right of Attendance, and are not lawful Places of Exportation or Importation, without a particular Licence or Sufferance from the Port or Member under which it is placed.

The ſeveral licenſed Ports for loading and landing of Goods with their Dependances, as they now account at the Cuſtomhouſe *are*, viz.

Ports.	Members.	Creeks.
London		*Graveſend*
Ipſwich	*Malden*	*Leigh*, *Burnham*, *Weſt Merſey*
	Colcheſter	*Eaſt Merſey*, *Brickley*, *Wivenhoe*
	Harwich	*Maintree*
Yarmouth	*Woodbridge*	
	Aldborough	*Orford*, *Dunwich*
	Southwold	*Walderſwich*
		Leſtoffe
	Blackney and *Cley*	
Lynn Regis	*Wells cum Burnham*	
	Wiſbech	*Hitcham*, *Croſs Keys*
Boſton		*Spalding*, *Foſdick*, *Wainfleet*, *Numby Chapel*, *Thetlethorp*, *Saltfleet*
Hull	*Grimſby*, *Bridlington*, *Scarborough*	*Gainthrop*
Newcaſtle upon Tyne	*Whitby*	
	Stockton	*Middleborough*
	Hartlepool, *Sunderland*, *Shields*	
		Seaton Delaval, *Blith Nooke*
Berwick		*Aylemouth*, *Warnewater*, *Holy Iſland*, *Eaſt Marches*, containing the Coaſt of *Northumberland*, bordering on *Scotland*
Carliſle		*Weſt Marches* containing the Coaſt of *Cumberland*, bordering on *Scotland*
	Whitehaven	*Workington*, *Ravinglaſs*, *Milnthrope*

Ports	Members	Creeks.
Cheſter	Lancaſter	Pyte of Fowdery; Graunge
	Poulton	Wyrewater Preſton and Rible-water
	Liverpoole	Sankey Bridge; Fradſham; South Shore of the River of Merſey to the Red Stones
	——	Hilbree; Dawpool; Neſton; Burton-head; Baghill; Moſtin
	Aberconway; Bewmaris; Caernarvon; Conway; Holyhead; Pulhelly	Amlogh; Barmouth
Milford	Aberdovy	Aberuſtah
	Cardigan	Newport; Fiſcard
	Pembroke	Haverford Weſt; Tenby; Carmarthen; Lanelthy; North Burrys
Cardiffe	Swanzey	South Burrys; Neath or Briton-Ferry; Newton
	——	Aberthaw; Penarth; Newport; Chepſtow
Glouceſter	——	River Severn from Bridgenorth to King-Road
	——	Pill; Uphill
Bridgwater	Minehead	
Plymouth	Padſtow; St. Ives; Penſance; Gweeke; Falmouth; Fowey; Lowe; Penryn; Truro	St. Maures
	——	Saltaſh; Stonehouſe; Couſland

Ports	Members	Creeks
Exeter	Ilfracomb; Barnſtaple; Biddeford	Clovelly; Appledore
	——	Tincomb; Starcroſs; Bear and Seaton; Topſham; Pouldram; Sydmouth; Lympſon; Exmouth; Aylmouth
	Dartmouth	Saltcomb; Brixham; Torbay; Totneſs
Poole	Lyme Regis	Bridport; Charmouth
	Weymouth	Portland; Lulworth
Southampton	——	Swanidge; Wareham
	——	Chriſt-church; Hinington
	Cowes	Yarmouth; Newport
	Portſmouth	Emſworth
Chicheſter	Arundel	Pegham Point; Selſey
	Shoreham	Brighthelmſton
	Lewis	New Haven; Seaford
	Pemſey; Haſtings	
	Rye	Winchelſea; Lyd; Rumney
	Hyth	
Sandwich	Dover	
	——	Ramſgate; Margate; Whitſtable
	Deal; Feverſham; Milton; Rocheſter	Quinborough

Note, all the Ports and Havens in *England*, are *infra Corpus Comitatus*, and that the Court of Admiralty cannot hold Juriſdiction of any thing Godbolt 260, 261.

done

done in them. *Holland*'s Caſe, Earl of *Exeter*, 30 *H.* VI. And becauſe he held Plea in the Admiralty, of a Thing done *infra portum de Hull*, Damages were recovered againſt him two thouſand Pounds.

And the Port of *London* being of great Importance, in regard of the Cuſtoms, the Limits of it have been ſettled by the *Exchequer*, and declared to extend, and to be accounted from the Promontory, or Point, called *North-foreland*, in the Iſle of *Thanet*, and from thence *Northward*, in a ſuppoſed Line to the oppoſite Promontory, or Point, called the *Naſe*, beyond the *Gun-fleet*, upon the Coaſt of *Eſſex*, and continued Weſtward through the River of *Thames*, and the ſeveral Channels, Streams, and Rivers falling into it, to *London-Bridge*, ſave the uſual and known Rights, Liberty, and Privilege to the Ports of *Sandwich* and *Ipſwich*, and either of them, and the known Members thereof, and of the Cuſtomers, Comptrollers, Searchers, and other Deputies, within the ſaid Ports of *Sandwich* and *Ipſwich*, and the ſeveral Creeks, Harbours, and Havens, to them, or either of them, reſpectively belonging within the Counties of *Kent* or *Eſſex*.

This Account of Ports, *&c.* might have been omitted till I came to treat of the Cuſtoms; but as I thought it more properly introduced here, I have inſerted it, and ſhall ſubjoin an Abſtract of the Laws in Force concerning them. For though it is probable, few or none of my Readers may be intereſted in the Trade of them all, yet that every one may meet the Information he may occaſionally want, I ſhall briefly mention what has been publickly enacted, for their Eſtabliſhment and Preſervation.

BURLINGTON.

8 *Will.* III. Cap. 29. S. 1. From the firſt of *May*, 1697, until the firſt of *May*, 1704, the Duties herein-mentioned ſhall be paid for the repairing the Port or Pier of *Burlington*, *viz.* one Farthing for every Chaldron of Coals, loaden on board any Veſſel at the Port of *Newcaſtle*, or at *Sunderland*, *Blythe*, *Seaton Sluce*, or any other Member of the Port of *Newcaſtle*, which ſhall be paid to *Arthur*, Lord Viſcount *Irwin*, &c.

Ditto, S. 4. All Monies raiſed for the Duties aforeſaid, *&c.* ſhall be by the Commiſſioners applied to the Repairing the ſaid Port or Pier of *Burlington*, *&c.*

Continued by 1 Geo. I. *Cap.* 49. *and* 5 Geo. I. *Cap.* 10. *for twenty-five Years from the* 24*th of* June 1730.

DOVER.

From the firſt of *May*, 1700, to the firſt of *May*, 1709, there ſhall be paid by the Maſter of every *Engliſh* Ship of the Burden of twenty Tons, and not exceeding three hundred Tons for every Loading and Diſcharging within this Realm, from, to, or by *Dover*, or coming into the Harbour there, not having a Cocket teſtifying his Payment before that Voyage, towards the Repair of *Dover* Harbour, 3*d.* for every Ton, and of all Aliens Ships of the Burden aforeſaid, the like Sum (except Ships loaden with Coals, Grindſtones, or *Purbeck*, or *Portland* Stones) and for every Chaldron of Sea Coals, or Ton of Grindſtones, one Penny half-penny; the ſame to be paid to the Cuſtomer or Collector of the Cuſtoms in ſuch Port, whence ſuch Ship ſhall ſet forth, or where ſuch Ship ſhall arrive, before they load or unload; the Account of the Number of Tons to be made according to the Entry of the Goods of every Ship in the Cuſtomhouſe, and no Entry of the Goods to be allowed without Information made on Oath by the Maſter, containing the Burden thereof, and Payment made of the Sums aforeſaid; of which Payment the Maſter ſhall have Allowance of the Merchants according to the Rates of the Goods, by way of Average, *&c.* 11 *Will.* III. Cap. 5. S. 1.

Provided that no Coaſter or Fiſherman ſhall pay the Duty oftener than once in one Year. Ditto, S. 2.

Ships belonging to *Weymouth* and *Melcomb Regis*, and *Lyme Regis*, ſhall be exempted from Paying to the Harbour of *Dover*, ſo as they bring a Certificate upon Oath before the Mayor, under the common Seal of the ſaid Corporations, that the Ships belong thereto, and the Inhabitants of the ſaid Corporations are Owners of the major Part of ſuch Ships. Ditto, S. 8.

All Ships *Engliſh* Built, and manned according to the Act of Navigation, belonging to *Great Yarmouth*, ſhall be exempt from paying the ſaid Duties, if the Maſter produce a Certificate as above, *&c.* Ditto, S. 9.

Ships belonging to *Ramſgate* in the Iſle of *Thanet* ſhall be exempted from paying to *Dover* Harbour, bringing a Certificate, as before, *&c.* Ditto, S. 10.

Continued by 2 Ann. *Cap.* 7. 4 Geo. I. *Cap.* 13. *and* 9 Geo. I. *Cap.* 30. *to the firſt of* May, 1744. *And farther continued for twenty-one Years by* 11 Geo. II. *Cap.* 7.

MINE-

MINEHEAD.

12 *Will.* III. Cap. 9. S. 1. From the 24th of *June*, 1701, for one and twenty Years, there ſhall be paid (beſides the ancient Acknowledgements accuſtomed to be paid to *Tregonwell Lutterell*, Eſq; and his Anceſtors) for Goods imported or exported, into, or out of, the Port of *Minehead*, the Duties following, *viz.* ſuch Sum of Money not exceeding one Halfpenny *per* Stone for Wool, and one Penny *per* Stone for Woollen and Bay Yarn, imported, as the Truſtees hereafter appointed ſhall appoint, each Stone to contain eighteen Pounds, the Duties to be paid by the Perſon into whoſe Poſſeſſion, or by whoſe Order, the Goods ſhall be delivered; and the Wool imported ſhall be weighed at the Town-hall according to Cuſtom; and for every Ton of all other Goods there ſhall be paid 6*d. per* Ton by every Maſter of a Ship that ſhall take on board or land any Goods in the Port of *Minehead*.

Ditto, S. 2. For every Ship which ſhall come into the Harbour (the ſaid Port not being their diſcharging Port) there ſhall be paid by the Maſter the Tonnage and Keelage following, *viz.* for every Ship uſing the coaſting Trade, of thirty Tons, and not amounting to fifty Tons 1*s.* and of fifty Tons and upwards, 2*s.* and for every Ship of thirty Tons, and not amounting to fifty, trading to other Parts of *Europe*, or to his Majeſty's Plantations in *America*, 2*s.* 6*d.* and of fifty Tons and upwards 5*s.* and for every Ship of thirty Tons, and not amounting to fifty Tons, and trading to any Place in *Aſia*, *Africa*, or *America* (other than his Majeſty's Plantations) 5*s.* and of fifty Tons 10*s.* and the Maſter paying the ſaid Keelage ſhall have allowance for the ſame of the Merchants by Average.

Ditto, S. 8. All Money raiſed by the Duties, and recovered for the Forfeitures, *&c.* ſhall be by the Truſtees applied to the building out a new Head, clearing the Beach, and other Works for maintaining the Pier and Harbour, *&c.*

Ditto, S. 11. After the ſaid Term, ſo long as the Harbour ſhall be kept up, there ſhall be paid to the Lord of the Manor of *Minehead*, the Duties following for Goods imported, for Maintenance of the new Head and other Works, *viz.* for every twenty Stones of Wool, 1*d.* for every twenty Stones of Woollen and Bay Yarn, 2*d.* for every Ton of Salt, 2*d.* for every Quarter of Corn, 2*d.* for every Chaldron of Coals, 2*d.*

Continued by 10 Ann. *Cap.* 24. *for ſixteen Years, and by* 11 Geo. II. *Cap.* 8. *from the* 24*th of* June, 1738, *for forty Years.*

WHITBY.

From the firſt of *May*, 1702, for nine Years, there ſhall be paid unto the Truſtees herein named, *viz.* the Lord of the Manor, *Ralph Boys*, and others, for rebuilding the Piers of the Port of *Whitby*, by the Owners of every Ship that ſhall load Coals at the Port of *Newcaſtle*, or at *Sunderland*, *Blithe*, *Seaton Sluice*, or any other Member of the ſaid Port, one Farthing *per* Chaldron, and for all the Coals landed within the Port of *Whitby*, for every Chaldron, Town Meaſure, 6*d.* and for every Ton Weight of Salt, landed at the ſaid Port of *Whitby*, 2*s.* and for every Quarter of Malt, Corn, and Grain, 4*d.* and for all foreign Goods imported in *Engliſh* Bottoms, 3*d. per* Ton; and all foreign Bottoms importing ſuch Goods, 6*d. per* Ton; and for all Butter ſhipped off from *Whitby*, 1*d. per* Firkin; for all dried Fiſh and Mud Fiſh, ſhipped off from *Whitby*, 1*d. per* Score; for all barrel'd Fiſh ſo ſhipped off, *per* Barrel, 3*d.* Every *Engliſh* Ship which ſhall enter within the Piers, ſhall pay 1*s.* and for every Top of ſuch Ship, 4*d.* and all foreign Ships, 2*s.* and for every Top of ſuch Ship, 4*d.* *&c.* 1 *Ann.* Stat. 1. Cap. 19. S. 1.

All Money received by Virtue of this Act, ſhall be employed for the Rebuilding and Repairing the ſaid Piers, except the Charge of Collecting, *&c.* Ditto, S. 2.

If the Duties ſhall raiſe 6000 *l.* over and above the Charge of Collecting and Intereſt, the Duty of one Farthing *per* Chaldron upon Coals ſhall ceaſe. Ditto, S. 7.

All Ships *Engliſh* built, and manned according to the Act of Navigation, belonging to *Great Yarmouth*, ſhall be free from the ſaid Duty of one Farthing *per* Chaldron; ſo as the Maſter of ſuch Ship, or ſome Mariner on his Behalf, produce a Certificate made upon Oath before the Bailiffs of *Yarmouth*, that ſuch Ship does belong to *Yarmouth*, and that the Inhabitants thereof are Owners of the major Part of ſuch Ship. Ditto, S. 11.

Continued until the 1ſt of *May*, 1723, by 7 *Ann.* and by 7 *Geo.* I. the Duties before granted (except the ſaid Duty of one Farthing *per* Chaldron) were made perpetual; and by 8 *Geo.* II. it was enacted, that from and after the 1ſt of *June*, 1735, the ſaid Duty of one Farthing *per* Chaldron by 1 *Ann.* ſhould be

be revived for the Term of thirty-one Years, to commence from the 1ſt of *June* 1735. And to rebuild or repair the *Eaſt* and *Weſt* Piers of the ſaid Harbour, an additional Duty of a Farthing *per* Chaldron is granted by 23 *Geo.* II. p. 667, to be paid from and after the 1ſt of *June*, 1750, for 31 Years, by all Veſſels loading or ſhipping Coals at the Port of *Newcaſtle* upon *Tyne*, or at *Sunderland*, *Blythe*, *Seaton Sluice*, *Cullercoates*, or any other Harbour, Colliery, or Place, reputed a Member of the Port of *Newcaſtle*, *&c.*

2 *Ann.* Cap. 7. S. 1. The Act 11 *Will.* III. Cap. 5. *for Repair of* Dover *Harbour*, ſhall continue until the firſt of *May*, 1718.

Ditto, S. 2. Every Ship that ſhall go thro' the Gates of the Works, there, ſhall, before ſhe go into the Gates, take down her Sails, ſo that ſhe may not go ſailing in, upon Pain that every Captain of ſuch Ship ſhall forfeit, to the Warden and Aſſiſtants of the Harbour, 10*s.* for the Uſe of the Harbour, to be recovered by Action of Debt, *&c.*

9 *Geo.* I. Cap. 30. S. 1. The Acts 11 and 12 of *Will.* III. Cap. 5. and 2 *Ann.* Cap. 7. *for Repair of* Dover *Harbour*, ſhall continue till the firſt of *May*, 1744.

RYE *and* DOVER.

Ditto, S. 2. The Duty of 3*d.* *per* Ton, granted by 11 *Will.* III. Cap. 5. ſhall be appropriated for the Benefit of the Harbours of *Dover* and *Rye*, in Manner following, *viz.* one third thereof ſhall be paid to the Treaſurer of *Dover* Harbour, and the other two thirds to the Treaſurer for the Harbour of *Rye*.

Ditto, S. 19. If the Harbour of *Dover* ſhall be ſufficiently repaired and ſecured, and that of *Rye* reſtored to its ancient Goodneſs, and ſecured, and the ſame be ſo certified to the King in Council, by the Juſtices in Quarter Seſſions for the Counties of *Kent* and *Suſſex*, the Duties ſhall ceaſe.

Continued as 11 Will. III. *Cap.* 5. *by* 11 Geo. II. *Cap.* 8. *for* 21 *Years.*

PARTON.

4 *Ann.* Cap. 18. S. 1. During the Term of eleven Years, there ſhall be paid unto the Truſtees named in the Act for the Enlarging and Repairing the Pier and Harbour of *Parton* in *Cumberland*, by every Coal Owner that ſhall put Coals on board any Veſſel there, 2*d.* for every 192 Gallons of Coals, within ten Days after ſuch Coals are ſhipped; and by every Maſter of every Ship that ſhall load Coals there, 2*d.* for every 192 Gallons; and after the Expiration of the ſaid eleven Years, one Farthing for every 192 Gallons, to be paid by the Maſter of the Ship, before each Ship go out of the Harbour.

Ditto, S. 4. All ſuch Money ſhall be employed for the enlarging, repairing, and cleanſing the Harbour, *&c.*

11 *Geo.* I. Cap. 16. S. 1. The Duties upon Coals granted by 4 *Ann.* *Cap.* 18. *for enlarging the Pier and Harbour of* Parton *in the County of* Cumberland, ſhall be continued from the firſt of *May*, 1725, for fifteen Years.

Ditto, S. 2. The perpetual Duty of one Farthing, granted by the ſaid Act, ſhall ceaſe; and in lieu thereof, every Maſter of a Ship ſhall, for fifteen Years, pay one Halfpenny for every 192 Gallons of Coals which ſhall be laden on board ſuch Ship within the ſaid Harbour.

Ditto, S. 4. There ſhall be paid for all Goods hereinafter mentioned, which ſhall be diſcharged out of any Ship in the Harbour coming Coaſtwiſe, from the firſt of *May*, 1725, for fifteen Years, the Duties following, *viz.* for every Hogſhead of Tobacco, 3*d.* for every Hogſhead of Sugar, 6*d.* for every Ton of Wine or exciſeable Liquors, 2*s.* for every Ton of Hemp or Flax, 1*s.* 6*d.* for every Hundred of Deals, 8*d.* for every Laſt of Pitch or Tar, 8*d.* for every Ton of Iron, 1*s.* for every Ton of Raft, or other Timber, 4*d.* for every Barrel of Herrings, 1*d.* for every Pack of Linen, containing two hundred Weight, 1*s.* which Duties ſhall be paid by the Merchant into whoſe Cuſtody the Goods ſhall be delivered.

Ditto, S. 5. Every Maſter of any Ship ſhall pay for ſuch Ship upon her Arrival in the Harbour from any Port of her laſt Diſcharge in *Europe*, other than the Kingdoms of *Great-Britain* and *Ireland*, and the Iſle of *Man*, 4*d.* *per* Ton; and for every Ship upon her Arrival from the Port of her laſt Diſcharge in *Aſia*, *Africa*, or *America*, 8*d.* *per* Ton, to be admeaſured as deſcribed in 5 *Will.* and *Mar.* Cap. 20. and 8 *Ann.* Cap. 12. Sect. 4. Provided, that for every Ship which ſhall come in for Security, and not for their Diſcharge, there ſhall be paid one fourth of the Tonage, and no more.

Ditto, S, 6. After the Termination of the ſaid fifteen Years, one third Part of the Duties ſhall forever continue for the perpetual repairing of the Harbour.

The

5 *Geo.* II. Cap. 13. S. 1. The Duties granted by the Act of 11 *Geo.* I. Cap. 16. ſhall be continued for the farther Term of twenty-one Years, for enlarging the Harbour of *Parton* in *Cumberland.*

Ditto, S. 2. If the Purpoſes are fully anſwered, *&c.* before the Expiration of the ſaid Term, the Duties ſhall ceaſe; and the Duty of a Halfpenny for every 192 Gallons of Coals exported from the ſaid Harbour, and one third Part of the Duty on Tonnage of Ships (which by the Act of 11 *Geo.* I. Cap. 16. are made perpetual) ſhall commence.

CATWATER.

8 *Ann.* Cap. 8. S. 1. *Benjamin Joules*, his Executors, *&c.* ſhall clear the Harbour of *Catwater* near *Plymouth*, and *Sutton-Poole* in *Plymouth*, and reduce the Shoals ſo, that any fourth Rate Ship may ſafely go in and out, over any Part of them, at half Flood or Ebb, and after the Removal of the Shoal, he ſhall keep the Water to the ſame Depth, *&c.*

Ditto, S. 4. And after the 25th of *March*, 1710, the ſaid *Benjamin Joules* ſhall have the ſole Ballaſting and Unballaſting of Ships belonging to her Majeſty, and all other Ships in *Plymouth Sound*, *Hammouze*, *Catwater*, and *Sutton Pool*, or within the Road between St. *Nicholas Iſland*, and the Main Land; and every Maſter, *&c.* belonging to any Ship that ſhall come into the ſaid Harbours or Road, and deliver or receive Ballaſt, ſhall deliver and receive the ſame to, and from the ſaid *Benjamin Joules*, under Pain of forfeiting 5*l.* *&c.* to hold and enjoy the ſaid ſole Liberty of Ballaſting, *&c.* unto the ſaid *Benjamin Joules*, his Executors, *&c.* for ſeventy-one Years, *&c.*

Ditto, S. 5. The ſaid *Benjamin Joules* ſhall be bound to furniſh all Ships with Ballaſt; and ſhall ballaſt and unballaſt the ſame upon ſuch Terms as are herein mentioned, *viz.* the Ships of her Majeſty, at 9*d.* *per* Ton; all Ships of the Inhabitants of *Plymouth* or *Saltaſh*, at 9*d.* *per* Ton; all other Ships of her Majeſty's Dominions, at 10*d.* *per* Ton, and all foreign Ships at 12*d.* *per* Ton.

LIVERPOOLE.

8 *Ann.* Cap. 12. Sect. 2. The Mayor, *&c.* and Common-Council of *Liverpoole*, ſhall have Power to make a wet Dock or Baſon, with Wharfs, Sluices, and Canals, upon the Ground ſet apart for that Purpoſe.

Ditto, S. 3. There ſhall, from the 24th of *June*, 1710, for one and twenty Years, be paid unto the ſaid Mayor, *&c.* for every Veſſel (Ships in her Majeſty's Service excepted) coming into, or out of the ſaid Port, with any Merchandize (the Limits whereof are as far as a Place in *Hoyle Lake*, called the *Red-ſtones*, and from thence all over the River *Merſey* to *Warrington* and *Frodſham* Bridges) by the Maſter of ſuch Ships, the Duties hereinafter deſcribed, *viz.* for every Ship trading between the Port and *St. David's Head* or *Carliſle*, for every Ton, 2*d.* for every Ship trading between *St. David's Head* and the *Land's-End*, or beyond *Carliſle* to the *Shetlands*, or to the Iſle of *Man*, for every Ton 3*d*, for every Ship trading to *Ireland*, for every Ton, 4*d.* for every Ship trading to *Norway*, *Denmark*, *Holſtein*, *Holland*, *Hamburgh*, *Flanders*, or any part of *France*, without the Streights of *Gibraltar*, or *Jerſey*, or *Guernſey*, for every Ton 8*d.* for every Ship trading to *Newfoundland*, *Greenland*, *Ruſſia*, and within the *Baltick*, *Portugal* and *Spain*, without the *Streights*, *Canaries*, *Madeiras*, *Weſtern Iſles*, *Azores*, for every Ton 12*d.* Such Duties to be paid at the Time of ſuch Ship's Diſcharge at the Cuſtomhouſe, ſo as no Ship ſhall be liable to pay the Duty but once for the ſame Voyage, both out and home.

Ditto, S. 4. All Ships liable to the Payment of the Duties, ſhall be meaſured by taking the Length of the Keel, as ſhe treads on the Ground, and the Breadth to be taken within board by the Midſhip Beam, from Plank to Plank; and half that Breadth for the Depth, then multiply the Length by the Breadth, and the Product by the Depth, and divide by 94.

Ditto, S. 14. After the ſaid Term of 21 Years, there ſhall be paid to the Mayor, *&c.* one fourth Part of the Duties, beforementioned, *&c.*

Ditto, S. 16. Nothing in this Act ſhall charge any Ship which ſhall be forced into the Habour, and ſhall unlade in order to repair and relade; nor to charge any Ship which ſhall ſell in the Harbour any Part of her Lading, only in order to refit or victual.

Ditto, S. 17. This Act ſhall not charge any Ship belonging to, or bound to, or from the Port of *Cheſter*, in caſe ſuch Ship ſhall neither load nor diſcharge within the Limits of the Port of *Liverpoole.*

11 *Geo.* II. Cap. 32. S. 2. The Act 8 *Ann. Cap.* 12. for making a Dock at *Liverpoole*, and an Act 3 *Geo.* I. (*not printed*) whereby the Duties were farther continued for fourteen Years, are farther continued for 31 Years. Every

Ditto, S. 10. Every Ship trading from *Liverpoole* to *Gottenberg*, or any other Place in *Sweden*, without the *Baltick*, ſhall be charged with the Duty of 8*d. per* Ton.

Ditto, S. 11. After the ſaid Term of 31 Years, ſo long as the Dock, and other Works ſhall be kept in Repair, there ſhall be paid to the Mayor, *&c.* and their Succeſſors, one fourth of the Duties beforementioned.

DOVER *and* RYE.

7 *Geo.* I. Cap. 9. S. 1. No new Walls or Stops ſhall be ſet up that may hinder the Flux and Reflux of the Sea between the Mouth of the Harbour of *Rye* in *Suſſex*, bounded by two Points called the *Camber*, and *Caſtle Point*, and *New Shut*, near *Craven Sluice* in *Suſſex* and *Kent*, *&c.*

9 *Geo.* I. Cap. 30. S. 2. *Vide Dover Harbour.* The Duty of 3*d. per* Ton, granted by 11 *Will.* III. Cap. 5. ſhall be appropriated for the Benefit of the Harbours of *Dover* and *Rye* in Manner following, *viz.* One third thereof ſhall be paid to the Treaſurer for *Dover* Harbour, and the other two thirds to the Treaſurer for the Harbour of *Rye*.

10 *Geo.* I. Cap. 7. S. 1. The Powers given by the Act 9 *Geo.* I. Cap. 30. for reſtoring the Port of *Rye*, are transferred to the Warden of the Cinque Ports, the Mayor and Jurats of *Rye*, *&c.*

Continued for 21 *Years by* 11 Geo. II. *Cap.* 7. *Sect.* 1.

WATCHETT.

7 *Geo.* I. Cap. 14. S. 1. The Duties by the private Act, 6 *Ann. for repairing the Harbour and Kay of* Watchett, *in the County of* Somerſet, granted for 21 Years, from the 25th of *March*, 1708, ſhall, after the Expiration of the ſaid Term, be paid for the farther Term of 21 Years.

Ditto, S. 2. Nothing herein ſhall diſcontinue the Payment of the Duties by the ſaid Act, 6 *Ann.* made payable for the conſtant Reparation of the Kay or Harbour, after the Expiration of the 21 Years.

BRIDPORT.

8 *Geo.* I. Cap. 11. S. 1. That the Haven and Piers of *Bridport*, in the County of *Dorſet*, may be rebuilt, and Sluices made with convenient Wharfs; the Bailiffs and capital Burgeſſes of *Bridport* ſhall be Truſtees for the ſaid Purpoſes; and at *Bridport* Mouth, being an open Piece of Land, lying between the *Eaſt* and *Weſt* Cliffs, and from the Sea northward as far as *Irepool*, on which Ground the ancient Harbour was, may lay out the new intended Harbour and Piers, and the Sluices, Wharfs, and Landing Places, and the Ways to the Harbour.

Ditto, S. 4. There ſhall be paid to the Collector to be appointed as herein aftermentioned, for every Weight of Salt, for every Laſt of Wheat, Rye, Barley, Malt, or other Grain, for every Chaldron *Wincheſter* Meaſure of Coals and Culm, and for every Ton of other Goods diſcharged out of any Ship in the ſaid Haven, or which ſhall be exported from thence, 1*s.* to be paid before the ſame be landed; and there ſhall alſo be paid for every Ship of the Burden of ten Tons or upwards, which ſhall come into the ſaid Haven, 2*d.* for every Ton ſuch Ship, *&c.* ſhall contain; which Duties ſhall be paid by the Maſter, *&c.*

Ditto, S. 7. When the Harbour and Piers ſhall be rebuilt, and the Monies expended thereon reimburſed, the Duties ſhall ceaſe; and from thenceforth there ſhall be paid to the Collectors for every Weigh of Salt, for every Laſt of Wheat, Rye, Barley, Malt, and other Grain; for every Chaldron of Coals and Culm, *Wincheſter* Meaſure, and for every Ton of other Goods, diſcharged in the ſaid Haven, or exported, 6*d.* and for every Ship, *&c.* which ſhall come into the Haven, 1*d. per* Ton, and no more.

YARMOUTH.

9 *Geo.* I. Cap. 10. S. 1. After the 25th of *March*, 1723, for 21 Years, and to the End of the next Seſſion of Parliament, there ſhall be paid by every Maſter of a Ship, which ſhall unlade within the Haven of *Great Yarmouth*, or in *Yarmouth* Road, extending from the ſouth Part of *Scratby* in *Norfolk*, to the north Part of *Corton* in *Suffolk*, at the Time of unlading, for the Goods following, *viz.* for every Chaldron of Coals, *Wincheſter* Meaſure, Laſt of Wheat, Rye, Barley, Malt, or other Grain, for every Weigh of Salt, and Ton of other Goods (Fiſh excepted) ſuch Sums not exceeding 12*d.* as the Mayor, Aldermen, Burgeſſes, and Commonalty of *Great Yarmouth* in Common-Council aſſembled, ſhall appoint; to be applied as follows, *viz.* Part of the ſaid Duties, not exceeding 6*d.* towards clearing and improving the Haven, Piers, and Jettees; and 3*d.* other Part of the ſaid Monies, ſhall yearly, on the

the 24th of *June*, be divided in Manner following, *viz.* One Penny Halfpenny to the Chamberlain of *Norwich*, to be applied towards clearing the Channel of the River *Yare*, between the new Mills in *Norwich*, and *Hardly Croſs*, &c. and one Halfpenny, other part of the ſaid 3*d.* to ſuch Perſons as ſhall be yearly named by the Juſtices at their Quarter Seſſions at *Norwich* for the County of *Norfolk*, to be applied towards clearing the River *Bure*, called the *North River*, and for ſuch other Purpoſes as the Juſtices ſhall appoint; and one Halfpenny, other Part of the ſaid 3*d.* to ſuch Perſons as ſhall be yearly named by the Juſtices at their Quarter-Seſſions at *Beccles* for the County of *Suffolk*, to be applied towards clearing the River *Waveney*, and for ſuch other Purpoſes as the ſaid Juſtices ſhall order; and one Halfpenny, reſidue of the ſaid 3*d.* to ſuch Perſons as the Mayor, *&c.* of *Yarmouth* ſhall appoint, to be applied towards repairing the Bridge and the publick Kays belonging to the Corporation, *&c.* And the farther Sum of 3*d.* or ſo much thereof as ſhall be by the twelve Commiſſioners, to be appointed as herein after is directed, or any ſeven of them, thought neceſſary, ſhall be raiſed by the Mayor, *&c.* of *Yarmouth*, and ſhall firſt be applied towards clearing the Channel of that Part of the River *Yare*, leading from *Yarmouth* to *Norwich*, called *Braydon*, as any ſeven of the Commiſſioners ſhall direct at their Meeting at *Yarmouth*, &c.

Ditto, S. 2. The laſt mentioned 3*d.* ſhall not be raiſed but when Notice in Writing, ſigned by ſeven of the Commiſſioners, ſhall be given to the Mayor of *Yarmouth*, that it is neceſſary to raiſe the ſaid Sum, or ſome Part thereof, and for what purpoſes; and then ſuch Sum ſhall be raiſed; provided that the Juſtices for *Norfolk*, at their Quarter Seſſions, yearly, out of the Monies payable for the River *Bure*, may allot Part thereof for the clearing that Branch of the River, which leads from *St. Bennet's-Abbey* to *Dilham* in *Norfolk.*

Ditto, S. 12. On the Exportation of Goods, which have paid the Sums hereby charged on the Importation, the Collector (Proof in Writing on Oath being firſt made of the Payment of the Duties, which Oath he may adminiſter) ſhall repay the Exporter the Money paid on the Importation.

Ditto, S. 13. The Mayor of *Yarmouth* may yearly appoint Watchers or Clappermen, to watch on the Kays nightly from the 1ſt of *November* to the 1ſt of *March*.

There ſhall be paid by the Maſter of any Ship which ſhall lie in the Haven, from the South End of the *Ballaſt Kay*, upwards the Space of one Month, between the 1ſt of *November* and the 1ſt of *March*, any Sum not exceeding one Halfpenny *per* Ton of the Burthen, as the Mayor ſhall for the Charges of ſuch Watching yearly appoint. Ditto, S. 14.

Every Maſter, *&c.* of a Ship, which ſhall winter in the Haven, who ſhall ſuffer any Fire or lighted Candle to be in any Ship, lying from the South End of the *Ballaſt Kay* upwards (Ships which ſhall have Officers boarded on them, by the Direction of the ſuperior Officers of the Cuſtoms or Exciſe, belonging to the ſaid Town only excepted) ſhall forfeit, for every ſuch Fire or lighted Candle, 10*s.* *&c.* Ditto, S. 15.

The Haven and Piers of *Great Yarmouth* being in a bad Condition, and falling into an irreparable Decay, if not timely prevented, it is therefore enacted, that from and after the 24th of *June*, 1747, the ſeveral Duties, which by 9 *Geo.* I. were granted for clearing and improving, *&c.* the Haven and Piers belonging to the ſaid Town of *Great Yarmouth*, and for depthening the Channel of *Braydon*, and for making the Rivers *Yare*, *Waveney*, and *Bure* more navigable, and for repairing the Bridge and publick Kays of the ſaid Town, and alſo for preſerving Ships wintering in the Haven there, ſhall be revived and paid for the Term of two Years, and from thence to the End of the then next Seſſion of Parliament, in ſuch Manner, by ſuch Perſons, and with ſuch Exceptions, Allowances, and Drawbacks, as are mentioned in the before recited Act, *&c.* 20 *Geo.* II. p. 872. p. 873.

The Proviſion made in the preceding Act, not having been found ſufficient to anſwer the Purpoſes intended thereby, for repairing the Piers, clearing and depthening the Haven of *Great Yarmouth*, &c. it is enacted, that from the 25th of *March* 1750, the Duties payable by Virtue of the foregoing Act of 20 *Geo.* II. ſhall ceaſe; and in lieu thereof there ſhall be paid for twenty-one Years, and from thence to the End of the then next Seſſion of Parliament, by every Maſter of any Ship or Veſſel, which ſhall import or unlade within the Haven of *Great Yarmouth*, or in *Yarmouth Road*, near adjoining to the ſaid Borough, extending from the South Part of the Town of *Scratly*, in the County of *Norfolk*, to the North Part of 23 *Geo.* II. p. 189.

of the Town of *Corton*, in the County of *Suffolk*; for every Chaldron of Coals, *Wincheſter* Meaſure, Laſt of Wheat, Rye, Barley, Malt, or other Grain; and for every Weigh of Salt; and for every Ton of all other Goods or Merchandizes, (Fiſh only excepted) the reſpective Sums following, *viz.* for the Term of ſeven Years, or ſuch other leſs Term as twelve Commiſſioners, or ſeven of them (five being Commiſſioners for the County of *Norfolk*, *Suffolk*, and the City of *Norwich*) ſhall order a Sum not exceeding 1*s.* 6*d.* and after the Expiration of the ſaid, or other leſs Term of Years, during the Remainder of the Term of twenty-one Years, and from thence to the End of the then next Seſſion of Parliament, the Sum of 10*d.* or ſuch other greater Sum as the Commiſſioners as aforeſaid ſhall order, not exceeding the Sum of 12*d.*

The Sum of 3*d.* Part of the Duties granted by this Act ſhall every Year be divided, and paid upon the firſt *Tueſday* in *June*, by the Chamberlains, *&c.* of *Great Yarmouth*, in the Manner and Proportions following, *viz.* 1*d.* 2*q.* unto the Chamberlain of the City of *Norwich*, *&c.* to be applied towards clearing and depthening that Part of the Channel of the River of *Wenſon*, commonly called *Yare*, which lies between the new Mills in *Norwich* and *Hardly-Croſs*; and for preventing Filth and Mud from falling thereby, and for didelling and cleanſing the River in ſuch Manner, as the ſaid Corporation ſhall direct, *&c.* and the Sum of 2*q.* to be applied towards clearing and depthening the River *Bure*, commonly called the *North River*, and all thoſe Branches thereof which lead from *St. Bennet's-Abbey* to *Dilham*, and from *Baſtwick-Bridge* to *Hickling*, in the County of *Norfolk*, in ſuch Manner as the Juſtices ſhall direct, *&c.* and the Sum of 2*q.* to be applied towards clearing and depthening the River *Waveney*, in ſuch Manner as the Juſtices ſhall direct, *&c.* and the Sum of 2*q.* Reſidue of the ſaid 3*d.* to be applied towards repairing the Bridge and publick Kays belonging to the ſaid Borough of *Great Yarmouth*, *&c.*

p. 193.

p. 194.

The Sum of 3*d.* other Part of the Duties is to be divided and paid in the Manner following, *viz.* the Sum of 2*q.* to be applied towards the further clearing and depthening the River *Bure*, commonly called the *North River*, and the Banches thereof which lead from *St. Bennet's-Abbey* to *Dilham*, &c. and the Sum of 2*d.* 2*q.* Reſidue of the ſaid 3*d.* to be applied towards the effectual clearing and depthening of that Part of the River *Yare*, leading from *Yarmouth* to *Norwich*, called *Braydon*, &c.

p. 195.

The laſt mentioned Sum of 3*d.* is not to be raiſed, unleſs Notice in Writing, *&c.* be given to the Mayor of *Great Yarmouth*, &c.

The laſt mentioned 3*d.* when raiſed, is to be annually accounted for, *&c.* and the Overplus (if any) of the ſaid 2*q.* Part of the ſaid 3*d.* is to be applied in clearing and depthening the *North River* and its Branches, *&c.* and the Overplus (if any) of the 2*d.* 2*q.* Reſidue of the ſaid 3*d.* is to remain in the Hands of ſuch Perſon as the Corporation of *Great Yarmouth* in *Common Council* ſhall appoint, to be applied in clearing and depthening the Channel of *Braydon*, in ſuch Manner as the Commiſſioners ſhall think fit.

p. 196.

During the Term of ſeven Years, the Sum of 4*d.* other Part of the Duties, is to be applied in clearing and depthening the Haven, and repairing the Piers and Jettee, all the Capſterns, Cables, and Ropes belonging thereto, *&c.*

If in any Year during the ſaid Term of ſeven Years, the ſaid Sum of 4*d.* ſhall not be ſufficient for clearing and depthening the Haven, and repairing the Piers and Jettee, ſeven or more of the Commiſſioners, *&c.* upon Application of the Corporation of *Great Yarmouth*, &c, are impowered to direct ſuch further Part of the Reſidue of the Duties, as they ſhall think neceſſary to be applied, with the ſaid 4*d.* towards the ſaid Purpoſes, and for no other Uſe.

No Part of the ſaid Sum of 4*d.* is to be applied in erecting any new Works in the Haven, or in pulling down any Part of the Piers and Jettee.

The ſaid Sum of 4*d.* and ſuch further Sums (if any) as the Commiſſioners ſhall direct, to be applied as aforeſaid, is to be annually accounted for, *&c.* and the Overplus (if any) is to be applied in amending and improving the Haven and Piers.

p. 197.

During the ſaid Term of ſeven Years, or other leſs Term, the Sum of 8*d.* or ſuch Part thereof, as ſhall not have been diſpoſed of by the Commiſſioners, in Manner before directed, Reſidue of the Duties, is to be applied in improving and extending the Haven and Piers, and in erecting new Works, as the Commiſſioners as aforeſaid ſhall direct, according to the Proviſions herein after mentioned.

Seven or more Commiſſioners, *&c.* at their firſt, or ſome ſubſequent Meeting at *Great Yarmouth*, are to direct ſuch Works to be undertaken, as with the Advice of ſome ſkilful Engineer, or Engineers, they

ſhall think neceſſary for improving and extending the Haven and Piers, *&c.*

p. 198. During the Term of ſeven Years, or other leſs Term, the Chamberlains of *Great Yarmouth*, &c. are to pay the Money ariſing by the ſaid Sum of 8*d.* to ſuch Perſons as the Commiſſioners ſhall direct.

The Surplus (if any) of the ſaid Sum of 8*d.* is to be applied in completing ſuch new Works as the Commiſſioners ſhall direct.

p. 200. If at any Time before the Expiration of the ſaid Term of ſeven Years, the Commiſſioners ſhall ſignify to the Mayor, *&c.* that in their Opinion the Work is completed, and the Haven and Piers effectually improved and extended, then the Payment of the Sum of 8*d.* is to ceaſe, except in the Caſe herein after excepted.

After the Expiration of the ſaid Term of ſeven Years, or ſooner Determination of the Payment of the ſaid Sum of 8*d.* the Sum of 4*d.* Part of the remaining Duty is to be applied during the Remainder of the Term of twenty one Years, and from thence to the End of the then next Seſſion of Parliament, in clearing and depthening the Haven, and keeping in Repair the Piers and Jettee, in ſuch Manner as the Corporation of *Great Yarmouth* in Common Council ſhall direct.

If in any Year during the Remainder of the ſaid Term of twenty-one Years, *&c.* it ſhall appear to ſeven or more of the Commiſſioners, *&c.* that the ſaid Sum of 4*d.* directed to be applied in cleaning and depthening the Haven, and keeping the Piers and Jettee in Repair, will not be ſufficient for thoſe Purpoſes, they may direct a further Sum, not exceeding 2*d.* to be raiſed until their next annual Meeting, to be applied by the Corporation of *Great Yarmouth*, in repairing and improving the Haven, *&c.* in ſuch Manner as the Commiſſioners ſhall judge neceſſary, *&c.*

p. 201. The ſaid further Sum of 2*d.* or any Part thereof is not to be raiſed, unleſs Notice that the ſame is neceſſary, *&c.* be firſt given to the Mayor, *&c.*

The Collectors and Receivers may, at all ſeaſonable Times, enter into any Veſſels within the Haven or Road, in order to ſee what Goods ſhall be on board, before the unlading thereof; and if the Duties ſhall not be paid by the Maſter upon the unlading, they may by Warrant from the Mayor, or Deputy Mayor of *Great Yarmouth*, diſtrain ſuch Veſſel, her Apparel, and Furniture, and after ten Days ſell the ſame, rendering the Overplus upon Demand, after deducting the Duties and all Charges.

Such Fiſh Oil, or Fiſh Livers, as ſhall be obtained in any fiſhing Voyage, and ſuch Remainder of Salt, Bread, Beer, and other Proviſions, as ſhall be taken into any Veſſel for accompliſhing a Fiſhing Voyage, or into any Veſſel for the Maintenance of the Ship's Crew, upon a Voyage to be made with ſuch Veſſel, and not ſpent therein, are exempted from the ſaid Duties.

On the Re-exportation of all Coals and other Goods, for which the Duties of this Act, on the Importation, ſhall have been paid; any Collector or Receiver of the Duties (upon Proof made before him in Writing, upon Oath, of the Payment of the ſaid Duties, and which Oath he is to adminiſter) is to repay out of the Monies in his Hands, *&c.* all ſuch Duties to the Re-exporter, as ſhall have been paid on the Importation. p. 207.

From and after the 25th of *March*, 1750, no Veſſel is to lie, or be moored with her Side towards the Kay, longer than one Tide, unleſs upon ſome unavoidable Occaſion; and the Mayor, or Deputy Mayor, is to take ſuch Order therein, as he ſhall think reaſonable; and if any Maſter ſhall refuſe to obey ſuch Order, for altering the Situation of his Ship, and laying her Head towards the Kay, he is to forfeit 40*s.* *&c.* p. 209.

MARGATE.

The Droits called Poundage and Laſtage, and other Duties, ſhall be continued for the Maintenance of the Pier and Harbour of *Margate*. 11 *Geo.* I. Cap. 3. S. 1.

It ſhall be lawful for the Pier-Wardens and Collectors, to go on board any Veſſel belonging to *Margate*, making uſe of, or being within the Harbour, and to take Account what Duty is payable for any Goods on board; and in caſe of Non-payment to diſtrain ſuch Goods, and alſo the Tackle of the Veſſel; and in caſe of Neglect of Payment by the ſpace of ten Days, they may ſell the Goods to ſatisfy as well the Duty as their Charges, *&c.* Ditto, S. 6.

The Money ſhall be laid out in repairing the Pier and Harbour. Ditto, S. 8.

SUNDERLAND.

The Commiſſioners appointed to put in Execution the *private* Act 3 *Geo.* I. *for Preſervation and Improvement of the River* Wear, *and Port and Haven of* Sunderland, *in the County of* Durham, or any ſeven of them, 13 *Geo.* I. Cap. 6. S. 1.

them, (whereof the Chairman to be one) are impowered at any publick Meeting, to grant, or charge, the Duties by that Act granted, as a Security for 3500*l.* by them already borrowed, or for any farther Sum to be borrowed for the Purpoſes in the ſaid Act.

Ditto, S. 2. The Commiſſioners ſhall have Power to finiſh the Pier already begun, and alſo to erect Piers and other Works, for the Preſervation and Improvement of the Haven, *&c.*

The Preamble ſets forth, that the Town of *Sunderland* near the Sea, ſituate on the River
20 *Geo.* II. *Wear*, in the County of *Durham*, is
p. 479. well inhabited by rich and able Merchants and Tradeſmen, having a Port capable of containing many hundred Ships at one Time, *&c.* and that by an Act of 3 *Geo.* I. intitled, *An Act for the Preſervation and Improvement of the River* Wear, *and Port and Haven of* Sunderland *in the County of* Durham, certain Perſons therein named, were appointed Commiſſioners of the ſaid River and Haven, and Duties granted for the effectual cleanſing and preſerving thereof, for the Term of twenty-one Years; and that by another Act of 13 *Geo.* I. *For the more effectual Preſervation and Improve-*
p. 480. *ment of the River* Wear, *&c.* diverſe additional Powers were granted to the ſaid Commiſſioners, who in Purſuance of the Execution thereof, before the Expiration of the Term limited, erected at a great Charge, a Pier and a Kay near the Mouth of the River, on the South Side, and did other beneficial Acts for the opening and improving of the ſaid River, *&c.* and in order to have more effectually cleanſed and preſerved the ſame, the Commiſſioners propoſed to have lengthened the ſaid Pier, and to have built other Works on the North Side of the River, but the Money ariſing from the Duties not being ſufficient to perform ſuch additional Works, &c. *it is enacted*, that the Right Reverend the Biſhop of *Durham*, the Right Honourable
p. 481. *Thomas* Earl of *Scarborough*, &c. ſhall be Commiſſioners of the ſaid River,
p. 482. Port, and Haven, within the Limits herein after ſet forth, and ſhall be ſo called for the Purpoſes herein mentioned, for the Term of twenty-one Years, to commence from the 24th of *June*, 1747.

The Commiſſioners, or ſeven of them, may purchaſe and take Leaſes of any Lands near the ſaid River, for the erecting Piers or other Works, *&c.* and employing Workmen, Keels, *&c.* to remove any Rocks, Gravel, *&c.* below High Water Mark, *&c.* provided that thereby p. 490.
they do not damage the Lands, Quarries, Kays, Streights, Wharfs, or Beacons, of any Perſon whatſoever, *&c.*

The Commiſſioners, or ſeven of them, may at all Times hereafter ſurvey the ſaid River ſo far as to the *New Bridge*, and no farther (to which Place they may make and keep it navigable for the ſaid Term of twenty-one Years) and alſo the Port, Haven, and Harbour of *Sunderland*, as far as the ſame extends from *Souter Point*, about two Miles from the Bar of *Sunderland*, towards the North-Eaſt, and ſo into the Sea to five Fathom at Low-Water, and from thence in a ſuppoſed direct Line till it fall oppoſite to that Land called *Ryhop Dean*, about two Miles towards the South, and the Impediments and Annoyances, *&c.* therein, p. 491.
and may hear and determine all ſuch Abuſes, Differences, and Things as concern the ſame, *&c.*

The Commiſſioners, before the 24th of *June*, 1759, ſhall remove all Sands, Shoals, and other Obſtructions, between *Biddieford* and *Newbridge*, and ſhall effectually make the ſaid River navigable, to carry Boats, Keels, and Veſſels of the Burden now uſed upon the ſaid River; and ſhall from Time to Time keep it ſo navigable, between the ſaid two Places, for the Reſidue of the ſaid Term of 21 Years.

From the 24th of *June*, 1747, for the Term of 21 Years, and from thence to the End of the next Seſſion of Parliament, every Coal-Owner for the Time being, and their Fitters, and Coal-Factors, ſhall ſeverally p. 498.
pay for all Coals and Cinders brought to the ſaid River, and delivered from the Staith aboard any Ship or other Veſſel, the Sums following, *viz.*

The Coal-Owners reſpectively, any Sum not exceeding 1*d.* 2*q.* for every Chaldron of Coals or Cinders, during the ſaid Term of 21 Years, brought for them to the River, and delivered as aforeſaid; and ſo in Proportion for any greater or leſs Quantity.

And the Fitters or Coal-Factors reſpectively, any Sum not exceeding 2*q.* during the ſaid Term, for every Chaldron of Coals or Cinders, brought and delivered as aforeſaid, to be applied as herein after is directed.

The Commiſſioners, or ſeven of them (whereof the Chairman of the time being to be one) at any publick Meeting by Writing under their Hands and Seals, (without any Stamp thereon) may aſſign over, *&c.* the Duties, or any Part thereof (the Charges of making

making ſuch Aſſignment to be paid out of the Duties) for all, or any Part of the Term for which they are granted, as a Security for any Sum to be borrowed for the Purpoſes herein mentioned, to ſuch Perſon or Perſons, or their Truſtees, who ſhall lend the ſame, with Intereſt not exceeding 5*l.* *per Centum per Annum*; out of which Monies, *&c.* ſhall be paid in the firſt Place, the Charges of obtaining and endeavouring to procure this Act.

p. 499.

Cinders to be burnt from Coals, ſubject to the Duties beforementioned, ſhall not pay the Duties payable for Cinders, on their being put on board any Ship or other Veſſel, in order to their being exported, or water-borne to any other Place; and no Duty ſhall be paid for any Coals or Cinders that ſhall be loſt in any Keel or Boat ſunk in the ſaid River, *&c.* or within five Fathom at Low-Water, beyond the Bar of the River; or for any Coals uſed in making Salt, and Glaſs, Glaſs Bottles, Vitriol, and burning Lime-Stones into Lime, within the Limits of the ſaid River, *&c.* ſo as the Owners and Conſumers thereof (being required) by the Oath of themſelves, or any other Perſon, to the Satisfaction of the Commiſſioners, *&c.* prove that ſuch Cinders, ſo exempted, were burnt from Coals, for which Duties, as aforeſaid, had been paid; or that ſuch Coals or Cinders, ſo exempted, were loſt as aforeſaid, or that the Coals ſo exempted, had been uſed in making Salt, *&c.* within the ſaid River, Port, or Haven; and if any Staithmen, *&c.* (ſummoned to appear and to be examined on Oath touching the Quantities of Coals and Cinders by them delivered from time to time on board) ſhall not appear, or refuſe to be examined on Oath, they ſhall be charged ſuch Sums, *&c.*

p. 500.

p. 501.

All Duties, Fines, and Sums of Money, to be levied by this Act, not otherwiſe directed to be applied, ſhall be paid to ſuch Perſon as the Commiſſioners ſhall appoint; and ſuch Money, or ſo much as ſhall not be applied towards Payment of the Charges of procuring this Act, and of the Principal and Intereſt of the Money borrowed, and the Expence of putting this Act in Execution, ſhall be employed in lengthening the preſent Pier, and in purchaſing or procuring Leaſes of any Grounds as aforeſaid; to build any other Piers, Kays, Walls, or Jettees on, and in erecting the ſame, and in doing ſuch other Works for the Improvement of, and the depthening, cleanſing, and preſerving the ſaid River, *&c.* as the Commiſſioners, *&c.* ſhall from time to time direct.

If by the Building of any Pier or other Works, and the different Direction thereby given, to the Sea, and Tide, flowing into the River, *&c.* the Kays and Grounds of any Perſon, ſhall be beat down, overflowed, or otherwiſe damnified, the Commiſſioners, *&c.* out of the Monies ariſing by this Act, ſhall cauſe ſuch Kays to be repaired, or rebuilt, and the Land to be effectually ſecured againſt ſuch Sea and Tide, within twelve Months after any ſuch Accident; and ſhall likewiſe cauſe to be paid to the Proprietors of Lands and Grounds, or to ſuch other Perſons as ſhall make Proof of any Damages done by them, in the Execution of this Act, ſuch Sums as ſhall be aſſeſſed by a Jury, *&c.*

p. 503.

NEWHAVEN.

4 *Geo.* II. cap. 17. S. 1.

That the Haven and Pier of *Newhaven* in *Suſſex* may be rebuilt, *John Alford*, Eſq; and others, are conſtituted Commiſſioners; and it ſhall be lawful for them to lay out the ſaid Harbour and Pier.

Ditto, S. 2.

There ſhall be paid the Sums of Money following, *viz.* For every Chaldron of Coals, Grindſtones, and other Goods, paying Duty by the Chaldron, exported or imported, in the ſaid Haven, 1*s.* for every Ton of Coals, paying Duty by the Ton, Salt, Plaiſter of *Paris*, Tarris, Tobacco Pipe Clay, Stone, and Marble Blocks, Lead, Iron, and other Goods; paying Duty or Freight by the Ton, 1*s.* for every Load of Timber, Wainſcot Boards, Trenels, and all other converted Timber, 1*s.* for every Load of Tan or Bark, 2*s.* for every hundred of ſingle Deals, Spars, Ufirs, Pipe, Hogſhead, and Barrel Staves, 1*s.* for every hundred of double Deals, 2*s.* and of three Inch Deals, 3*s.* for every Quarter of Wheat, Peas, Tares, Beans, and all heavy Seeds, 3*d.* for every Quarter of Barley, Malt, Oats, Saint-Foin, and light Grains, 2*d.* for every Hogſhead of Wine, and other Liquids, 6*d.* for every Hogſhead of Sugar, Tobacco, and dry Goods, 9*d.* and for every Tierce thereof, 6*d.* for every Barrel of Pitch, Tar, Groceries, and all other Goods in Barrels, 4*d.* for every Bundle, Bale, and Cheſt of Hemp, Linens, Woollens, Glaſs, Fruits, Earthen Ware, not exceeding three hundred Weight, 3*d.* for every hundred Weight of Allum, Cheeſe, Tallow, Colours, Shot, Nails, Chains, and wrought Iron, Braſiers and Pewterers Wares, and all other Goods paying Duty or Freight *per* Hundred Weight, 1*d.* for every Groſs of Bottles, 3*d.* for every hundred Feet of paving Stones, or paving Marble, 2*s.* for every

every thouſand of Tiles, Bricks, and Clinkers, 1*s.* for every Ship (Fiſhing Veſſels excepted) that comes to load or unload, 2*d.* *per* Ton, according to their light Bills; for every Veſſel that ſhall come in, and neither load nor unload, 2*s.* each, from twelve to fifty Tons, and if above fifty Tons, 4*s.* for all Goods not enumerated, one twelfth Part of the uſual Freight from *London* to *Newhaven*.

Ditto, S. 3. Which Duties ſhall be paid by the Perſon who ſhips or receives Goods, the Maſter to pay the Tonnage of the Ship; and no Officer of Cuſtoms of the Port of *Lewes*, ſhall take Entries, or make out Cockets, for ſhipping or diſcharging Goods, or for clearing any Ships, until the Duties be paid, or Security given; or ſhall permit any Ship to go out of the Haven, until the Maſter produce a Receipt for the Duties aforeſaid.

Ditto, S. 4. The Collectors may go aboard and diſtrain for Non-payment, and in Caſe of neglect for ten Days, may ſell the Ship and Furniture.

Ditto, S. 6. When the Juſtices, at their Quarter Seſſions for *Suſſex*, ſhall certify, that the Commiſſioners are reimburſed, one half of the Duties ſhall ceaſe, and the other half ſhall continue, for keeping the Haven, Pier, and Sluices in repair.

ILFORDCOMBE.

4 *Geo.* II. Cap. 19. S. 1. The ſeveral Duties following ſhall be paid to Sir *Bourchier Wray*, his Heirs and Aſſigns, Lords of the Manor of *Ilfordcombe*, in the County of *Devon* (the greateſt Part of which Acknowledgments were anciently paid to the Lords of the Manor) *viz.*

Ditto, S. 2. For Woollen and Bay Yarn, and Flocks, ½*d.* *per* Stone, each to contain 18*lb.* and for every Ton of other Goods, imported or exported out of the ſaid Port, 8*d.*

Ditto, S. 13. For every Ship which ſhall come into the ſaid Harbour (the ſame not being their diſcharging Port) the Keelage following, *viz.* For every Ship uſing the Coaſting Trade, belonging to the ſaid Port, 6*d.* for every Ship, not belonging to the ſaid Port, uſing the Coaſting Trade, 1*s.* 6*d.* for every other Ship coming from his Majeſty's Plantations, or bound thither, 2*s.* 6*d.* the Maſter paying the ſaid Duty of Keelage, ſhall have Allowance of the Merchant by way of Average; for every Ship that pays Keelage, there ſhall be paid by the Maſter, 6*d.* for each Top which ſuch Veſſel beareth, and for the Keelage of every Boat belonging to any other Port or Place, 4*d.*

Ditto, S. 4. For the Support of the Lighthouſe (which Light ſhall be ſet up at *Michaelmas*, and continue 'till the firſt of *March* in every Year) there ſhall be paid, during ſuch Seaſon by every Ship belonging to the ſaid Port, 6*d.* and by every other Ship, 1*s.*

Ditto, S. 5. And for laying up, or leeſing of Ships in the Harbour, and to the Fiſhery, there ſhall be paid the Duties following, *viz.* for every Ship belonging to the Harbour, 4*s.* 4*d.* for every other Ship, 6*s.* 8*d.* for every Boat imployed in the Herring Fiſhery, 4*s.* 4*d.* and for every Boat fiſhing for Mackrel for the Seaſon, 4*s.* 4*d.* and for every Barrel of Herrings, 1*d.* and for every Horſe-Load of Goods imported or exported, 3*d.*

Ditto, S. 6. For the keeping of a Taw-Boat, there ſhall be paid ſuch Duties, and ſuch Orders obſerved, as follows; firſt, the Owner of ſuch Taw-Boat ſhall have for going to any Ship, three Shares, and the Owner of the Boat and Company, ſhall have one third of every Pilot Ship; the Owner of ſuch Boat to have his Part, whether the Pilot be ſhipped within the Harbour or without; and the Keeper of ſuch Boat ſhall have one Man's Share; and no Boat ſhall ſerve, but ſuch Taw-Boat only, which is to attend the Place; and if any other Boat ſhall ſerve, the Owner of ſuch Boat ſhall forfeit 6*s.* 8*d.* unleſs upon Extremity of Weather, then the Owner of the Taw-Boat ſhall appoint other Boats to aſſiſt him; and the Owner of ſuch Taw-Boat ſhall have from every ſuch ſpecial Boat, one Share, and the Keeper of the Taw-Boat ſhall attend, and keep the Boat and Warp always in Readineſs.

Ditto, S. 7. There ſhall be paid by the Maſter of every Veſſel belonging to *Ilfordcombe*, who ſhall uſe the Warp, 6*s.* 8*d.* and by the Maſter of every Veſſel belonging to any other Port, 13*s.* 4*d.*

Ditto, S. 8. For keeping Weights in the Harbour, by the ſaid Sir *Bourchier Wray*, his Heirs and Aſſigns, the Orders herein after mentioned ſhall be obſerved, *viz.* No Perſon ſhall weigh any Goods, bought or ſold there, with any other Weights; and if any Perſon ſhall weigh with other Weights, ſuch Perſon ſhall forfeit 3*s.* 4*d.* and there ſhall be paid for every Ton ſo weighed 2*d.*

Ditto, S. 9. There ſhall be paid for every Dicker of Leather there landed, 3*d.* for every Hogſhead of Tobacco, 3*d.* for every Weigh of Coals or Culm, 6*d.* for every Horſe, 1*d.* for every Bullock, ½*d.* for every Score of Sheep, 4*d.* for every Dozen of earthen Ware, imported or exported,

exported, ½*d.* for every Meaſe of Herrings unſalted carried out of the Port, 3*d.* for every Ton of Ballaſt taken on board in the Port, 2*d.* for every Ton of Lime Stones landed in the Harbour, 1*d.* for every Ton of Groceries, or Saltery Wares, 1*s.* 6*d.* for every hundred of Barrel Staves, 4*d.* for every Bundle of Hoops, ½*d.* for every Pack of Bays or Stuff, 3*d.* and for every hundred Weight of Cheeſe, 2*d.* and for the Leeſing or laying up of every ſuch Fiſhing Boat as ſhall not pay Duty, 2*s.* 2*d.*

Ditto, S. 10. And for all other Goods, not particularly mentioned, imported or exported, ſuch Sums of Money ſhall be collected, as Duties appertaining to the ſaid Kay, Light-Houſe, and Warp-Houſe, according to ſuch moderate Values, as are proportionable to the Rates above expreſſed, and as are paid in the adjacent Ports.

Ditto, S. 13. All Money raiſed by the Duties, or recovered for Forfeitures, ſhall be laid out in repairing and maintaining the Piers, Kay, Light-Houſe, Warp, Warp-Houſe, Boats, and Harbour of *Ilfordcombe.*

Ditto, S. 16. The Water-Bailiff hath Power to go aboard Ships, and to diſtrain for Nonpayment, and after ten Days to ſell the Diſtreſs, and ſatisfy the Duties, Penalties, and Coſts.

Ditto, S. 17. Nothing in this Act ſhall diminiſh any of the ancient Rights, which the Freemen of *Bridgwater* have enjoyed, by Virtue of a Charter granted by King *John.*

SCARBOROUGH.

37 *Hen.* VIII. Cap. 14. S. 1. The King erecteth a Corporation of two Perſons, called, *the Maſters, or Keepers, of the Kay or Pier of* Scarborough.

Ditto, S. 5. The Maſter and Keepers ſhall receive of the Owners of Tenements in *Scarborough*, the fifth Part of the yearly Rents, for the Maintenance of the Kay or Pier, at the Feaſts of *Pentecoſt* and *St. Martin.*

5 *Geo.* II. Cap. 11. S. 1. From the 24th of *June*, 1732, until the 24th of *June* 1763, the Duties after-mentioned ſhall be paid, for the enlarging and keeping in Repair the Piers of *Scarborough*, to wit, ½*d.* for every Chaldron of Coals, laden on board any Ship in the Port of *Newcaſtle*, or any Member of the Port of *Newcaſtle*; which Duties ſhall be paid to the Bailiffs and Burgeſſes of *Scarborough*, as they in Common-Council aſſembled ſhall appoint, by every Maſter of a Ship, before ſuch Ship be ſuffered to proceed on any Voyage, to be paid near the Place where ſuch Ship ſhall take on board ſuch Coals.

Ditto, S. 3. Till the 24th of *June*, 1783, there ſhall be paid to the ſaid Bailiffs and Burgeſſes for Coals landed within the Port of *Scarborough*, 1*s.* *per* Chaldron Town's Meaſure; for Cinders, 1*s.* *per* Chaldron; for every Weigh of Salt, 2*s.* for every Groſs of Glaſs Bottles, 2*d.* for Fir Timber imported on *Engliſh* Bottoms, 3*d.* *per* Ton; for every hundred of Fir Deals, 3*s.* of half Deals, 1*s.* 6*d.* of middle Balks, 3*s.* of double Uſirs, 3*s.* of ſingle Uſirs, 1*s.* of Capraevens, 3*s.* of ſmall Balks, 1*s.* of ſmall Spars, 6*d.* of Battins, 1*s.* of Pale Boards, 2*d.* great Maſts apiece, 3*s.* middle Maſts apiece, 1*s.* 6*d.* ſmall Maſts apiece, 6*d.* Oak Timber and Oak Plank, *per* Ton, 3*d.* Wine and Brandy *per* Ton, 5*s.* and for all the above enumerated Goods, which ſhall be imported in foreign Bottoms, double Duties; and for all foreign Goods, not above-mentioned, imported in *Engliſh* Bottoms, 3*d.* *per* Ton; and for foreign Bottoms, 6*d.* *per* Ton; and for Butter ſhipped off from *Scarborough*, 1*d.* *per* Firkin; for dried Fiſh and mud Fiſh, ſhipped off, 2*d.* *per* Score; for Barrel Fiſh ſo ſhipped off, *per* Barrel, 4*d.* for Tallow ſo ſhipped off, 3*d.* *per* hundred Weight; every Ham of Bacon, 2*d.* Neats Tongues *per* Dozen, 3*d.* pickled Pork *per* Barrel, 1*s.* for every Flitch of Bacon, 2*d.* Rabbit Skins *per* Pack, 2*s.* 6*d.* Calve Skins *per* Dozen, 3*d.* Leather *per* hundred Weight, 1*s.* And for every *Engliſh* Ship which ſhall enter within the Piers, 6*d.* and for the Top, or Croſs Tree of ſuch *Engliſh* Ship, being of the Burthen of 130 Tons, 4*d.* and for every foreign Ship ſo entering, 1*s.* and for the Top, or Croſs Trees of ſuch foreign Ship of 130 Tons, 8*d.*

In Default of Payment it ſhall be lawful for the Collectors to diſtrain. Ditto, S. 5.

All Ships within the Port of *Scarborough*, ſhall lie, moor, and ballaſt, in ſuch Places as they ſhall be directed, under Penalty of 5*l.* *&c.* Ditto, S. 17.

The ancient Tolls for ſupporting the Piers ſhall be paid. Ditto, S. 19.

All Ships *Britiſh* built, and manned according to the Act of Navigation, belonging to *Great Yarmouth*, ſhall be free from the ſaid Duty of ½ *per* Chaldron of Coals, ſo as the Maſter, or ſome Mariner on his Behalf, produce a Certificate, made upon Oath before the Mayor of *Yarmouth*, and under the Seal of Mayoralty, that ſuch Ship does belong to *Yarmouth*, and that the Inhabitants thereof are Owners of the major Part of ſuch Ship. Ditto, S. 20.

ARUN-

ARUNDEL.

6 *Geo.* II. Cap. 12. S. 1. The Mayor of *Arundel* and others are appointed Commiſſioners to improve and preſerve the Harbour of *Arundel*; and it ſhall be lawful for the Commiſſioners, or any nine of them, to erect Piers and other Works.

Ditto, S. 2. There ſhall be paid to the Commiſſioners the Duties following, *viz.* For every Chaldron of Coals, Grindſtones, or other Goods paying Duty to the King by the Chaldron, which ſhall be exported or imported in the ſaid Port, 1*s.* for every Ton of Salt, and other Goods paying Duty or Freight by the Ton, 1*s.* for every Load of Timber, Wainſcot, Trenals, or other converted Timber, 1*s.* for every Load of Bark, 2*s.* for every hundred of Spars, Ufirs, Pipe, Hogſhead, or Barrel Staves, 1*s.* for every hundred of ſingle Deals, 1*s.* 6*d.* of double Deals, 2*s.* of three Inch Deals, 2*s.* 6*d.* for every Quarter of Wheat, Clover, and other Grains and Seeds, 3*d.* for every Load of Flour or Meal, 1*s.* and of Bran, 6*d.* for every Hogſhead of Wine or other Liquors, 1*s.* of Sugar and dry Goods, 9*d.* for every Tierce thereof, 6*d.* and for every Barrel of Pitch, or other Goods, 4*d.* for every Bundle, Bale, and Cheſt of Hemp, Linen, Woollen, Glaſs, Fruits, and Earthen Ware, 1*d.* *per* hundred Weight; for every hundred Weight of Allum, and Goods, paying Duty or Freight *per* hundred Weight, 1*d.* for every hundred Feet of paving Stone or Marble, 2*s.* for every thouſand of Tiles, Bricks, or Clinkers, 1*s.* for every Groſs of Bottles, Stone, or Glaſs 3*d.* for every Barge, or other Craft, paſſing through each Lock, 1*s.* for all Goods not enumerated, one twelfth of the uſual Freight from *London* to *Arundel*; for every *Britiſh* Ship which ſhall load or unload (Fiſhing Veſſels excepted) 3*d.* *per* Ton, according to their light Bills; for every *Britiſh* Ship, which ſhall ſail into the Harbour, and ſhall neither load nor unload there, 1½*d.* *per* Ton; for every foreign Ship, and for all Goods, imported and exported in foreign Bottoms, double Duties.

Ditto, S. 3. No Ship ſhall be cleared at the Cuſtomhouſe, 'till the Maſter produce a Certificate that the Duties are paid or ſecured, *&c.*

Ditto, S. 8. When it ſhall appear to the Juſtices, and be certified by them, that the Commiſſioners are reimburſed the Monies borrowed, one half of the Duties ſhall ceaſe.

Ditto, S. 10. All Ships in the Port of *Arundel* are to moor and ballaſt in ſuch Places as the Maſters ſhall be directed, *&c.*

This Act ſhall be a publick Act, *&c.* Ditto, S. 15.

River Dee *at* CHESTER.

17 *Geo.* II. p. 571. By an Act made 6 *Geo.* II. intitled, *An Act to recover and preſerve the Navigation of the River* Dee, *in the County Palatine of* Cheſter, reciting, that by an Act made 11 and 12 *Will.* III. intitled, *An Act to enable the Mayor and Citizens of* Cheſter *to recover and preſerve the Navigation of the River* Dee, reciting, that the ſaid River *Dee* was theretofore navigable for Ships of a conſiderable Burden, from the Sea to the City of *Cheſter*; but by Neglect, and for Want of ſufficient Banks and Fences on the Sides thereof, againſt the Flux and Reflux of the Sea, the Channel was become ſo uncertain, that the Navigation was almoſt loſt; the Mayor and Citizens of *Cheſter* and their Succeſſors were empowered to make the ſaid River navigable from the Sea to the ſaid City, for Ships of one hundred Tons or upwards; and certain Duties in the ſaid Act mentioned, were laid upon Coals, Lime, and Limeſtones brought to the ſaid City, for the Term of twenty-one Years; and the Property of the Sands, Soil, and Ground therein mentioned was immediately after the ſaid River and Channel ſhould be made navigable for ſuch Ships, to and from *Cheſter*, to be veſted in the Mayor and Citizens, and their Succeſſors for ever; and they were at Liberty to encloſe and improve the ſame, and receive the Profits thereof, and apply the ſame for maintaining and repairing the intended Works and Fences, and for making ſuch farther Works from time to time as Occaſion ſhould require for making and keeping the ſaid River navigable: *and reciting*, that ſeveral conſiderable Sums had been laid out purſuant to the ſaid Act, but the River was not made navigable; the Proviſions for making it ſo being inſufficient; and the Time hereby granted, for making the ſame navigable, was expired: *And reciting*, that the Sands, Soil, and Ground, not bearing Graſs, commonly called the *White Sands*, from *Cheſter* to the Sea, and lying between the County of *Cheſter*, and the North Side, and the County of *Flint* on the South, are of great Breadth in moſt Places; and that the River's not being navigable, was chiefly owing to the Breadth of the Sands, and to the ſhifting of the Channel, as the Winds and Tide varied; and that the ſaid Sand, Soil, and Ground were not, nor were likely to be, of any Benefit to any Perſon whatſoever, unleſs the River was bounded in, and made navigable by Sea Walls, which

p. 572. p. 573.

which required a very great Expence, as well to e-rect, as to maintain and repair from time to time as Occaſion ſhould require; but that yet, if the ſaid Sands, Soil, or Ground, were recovered from the Sea, by Sea Walls, and the Channel thereby confined to one certain Courſe, it would not only effectually make the River navigable, but that veſting the *White Sands* in the Undertakers, would be a conſiderable Encouragement to the Undertaking thereof: *And reciting*, that the making the ſaid River navigable, would be a Means to advance the Trade of the City, and that a great Benefit would accrue thereby to the Inhabitants and to the Towns and Countries adjacent, as alſo be a Means to increaſe the Number of Seamen and Watermen, and promote the public Good of this Kingdom; *Nathaniel Kinderley*, in the ſaid Act named, his Heirs, and Aſſigns, and ſuch Perſons as he, &c. ſhould appoint, were by the ſaid Act of 6 *Geo.* II. appointed Undertakers of the ſaid Navigation, and impowered at their own Charges, to make and keep the ſaid River *Dee* navigable from the Sea to *Wilcox Point*, that there ſhould be ſixteen Feet Water in every Part of the River at a moderate ſpring Tide, for Ships to come and go to and from the ſaid City; and to that End, to make the Channel to run through the *White Sands*, or the common Salt Marſhes adjoining, or through the Marſhes of *John Wright*, Eſq; commonly called *Brewers Hall Marſh*, as they ſhould think fit; and the ſaid *Nathaniel Kinderley*, his Heirs, Aſſigns, and Nominees, had farther Powers granted them by the ſaid Act, as therein mentioned, and as they would neceſſarily be at a very conſiderable Expence in making the River navigable, and keeping up the ſame, it was by the ſaid Act of 6 *Geo.* II. enacted, that immediately after the ſaid *Nathaniel Kinderley*, his Heirs, Aſſigns, or Nominees, ſhould make the ſaid River *Dee* navigable, and paſſable for Ships in manner as aforeſaid, all Merchants and Proprietors of any Goods, that ſhould be brought into the ſaid River and Channel, and that ſhould be loaded at, or ſhipped off, or ſent from *Cheſter*, or from any other Places between the ſaid City and *Park-gate* in the County of *Cheſter*, on the North Side of the ſaid River, and between the City of *Cheſter* and Town of *Flint* in the County of *Flint*, on the South Side of the ſaid River, ſhould pay to the ſaid *Nathaniel Kinderley*, his Heirs, &c. ſeveral Duties in the ſaid Act mentioned; alſo certain Sands, Marſhes, and Salt Graſs, and other Lands therein mentioned, were, ſo ſoon as the ſaid River was made navigable, veſted in the Undertakers, for their proper Uſe, under the Proviſo's in the ſaid Act mentioned; and Commiſſioners were appointed by the ſaid Act, for ſettling all Matters, about which any Difference ſhould ariſe between the Undertakers and Proprietors of any of the Lands adjoining to the River; and the Commiſſioners were thereby empowered to ſettle and aſſeſs Recompence to be made for Damages that might happen to any of the Lands or Fiſheries, by Reaſon of the ſaid Navigation: And the Undertakers were directed to inveſt 10,000*l*, in *South Sea* Annuities, or other Government Securities, in the Name of *Thomas Revel*, *John Manley*, and *Benjamin Hoare*, Eſqs; and *John Bland*, Banker, to anſwer the Damages laſt mentioned, for three Years after the Navigation ſhould be fully compleated: And it was thereby alſo enacted, that if the ſaid Undertakers ſhould not begin before the 24th Day of *June*, 1735, and make the ſaid River navigable, according to the true Meaning of the Act, on or before the 24th Day of *June*, 1742, all and every the Powers and Intereſt of the ſaid *Nathaniel Kinderley*, his Heirs and Nominees, ſhould be utterly void; and that it ſhould not be lawful for any Proprietor or Undertaker, or their Heirs, or any Perſons claiming under any of them, to diſpoſe of their Intereſt in the ſaid Undertaking, or any Share thereof, until ſuch Time as the ſaid River ſhould be made navigable: And the ſaid *Nathaniel Kinderley* did afterwards by an Inſtrument in Writing, dated the 9th Day of *July*, 1733, and duly executed, declare, that his Name was made uſe of in the ſaid Act of 6 *Geo.* II. in Truſt for *Thomas Watts*, and *Richard Manley*, Eſqs; and ſuch other Perſons as they ſhould appoint to be concerned in the ſaid Undertaking: and the ſaid *Nathaniel Kinderley* did afterwards duly nominate certain Perſons, being forty in Number, to be the Undertakers of the ſaid Navigation: And by Indenture Quadrupartite, made *April* 9, 1734, between *Nathaniel Kinderley*, of the firſt Part, *Thomas Watts* and *Richard Manley*, of the ſecond Part, *Joſeph Davis* and *William Parſons*, of *London*, Gentlemen, of the third Part, and ninety other Subſcribers to the ſaid Indenture, or to the Schedule thereof, of the the fourth Part, and duly executed by all the ſaid Parties, it was agreed, that the ſaid Subſcribers ſhould raiſe a joint Stock of 40,000*l.* in the Manner and on the Truſts therein mentioned; which Truſts were, among other Things, to lay out the 10,000*l.* to be depoſited as a Fund to anſwer the Damages before ſpecified; and alſo to lay out ſuch Sums as ſhould be neceſſary to recover and preſerve the Navigation of the River *Dee*; and the Reſidue (if any) of the ſaid 40,000*l.* was to be in Truſt for the ſaid Subſcribers, in Proportion

p. 574.

p. 575.

p. 576.

portion to the Sums by them reſpectively paid in: And it was by the ſaid Indenture farther agreed, that the Duties and Tonnage by the ſaid Act made payable to, and the Sands, Soil, Ground, Marſhes, and Salt Graſs, thereby veſted in the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* ſhould remain to the Uſe of the ſaid Subſcribers, in Proportion to the Sums by them reſpectively paid: It was alſo agreed, that the ſaid joint Stock of 40,000*l.* ſhould be divided into 400 Shares, each conſiſting of 100*l.* and that each of the Subſcribers ſhould be entitled to ſo many Shares as he ſhould have ſubſcribed and paid in 100*l.* and ſeveral Proviſions were made for the Management of the Undertaking, for recovering and preſerving the Navigation, and of the Affairs relating thereto: And the ſaid Undertakers, the Aſſigns or Nominees of the ſaid *Nathaniel Kinderley*, between the 27th of *Auguſt* and 9th of *November*, 1735, did inveſt 10,000*l.* in the Purchaſe of 9290*l.* old *South Sea* Annuities, in the Names of *Thomas Revel*, *John Manley*, *Benjamin Hoare*, and *John Bland*, as Truſtees for the Purpoſes in the ſaid Act mentioned; and the ſaid *Benjamin Hoare* afterwards refuſing to accept the ſaid Stock in the *South Sea* Company's Books, or to act in the ſaid Truſt, the Annuities were, in Purſuance of a Decree of the High Court of Chancery, made the 18th Day of *February*, 1737, transferred into the Names of *Thomas Revel*, *John Manley*, and *John Bland*, upon the ſame Truſts: And the Undertakers began the ſaid Undertaking, before the 24th Day of *June*, 1735, and laid out the Monies advanced upon

p. 577.

the ſaid Indenture, in making the Depoſit of 10,000*l.* in *South Sea* Annuities, *&c.* and great Progreſs was thereby made in recovering the ſaid Navigation; but the ſame not being perfected, and it being neceſſary to raiſe further Monies, for that Purpoſe, it was by Deed-Poll bearing Date the 17th Day of *Auguſt* 1736, agreed to advance Ten *per Cent.* more, on each of their reſpective Subſcriptions, for the Purpoſes in the ſaid Indenture expreſſed concerning the ſaid 40,000*l.* and afterwards there being a Neceſſity to raiſe further Monies for the perfecting the Navigation, by another Deed-Poll, bearing Date *March* the 3d, 1736, it was agreed by the Subſcribers thereto, to advance 20 *per Cent.* more, on their reſpective Subſcriptions: And the Subſcribers to the ſaid Indenture, and to the Deeds-Poll, and Undertakers of the Navigation, having paid in 47,830*l.* the ſame was laid out in making the ſaid Depoſit, and in cutting a new Channel for the River *Dee*, through the adjacent Marſhes, near ten Miles in length; and making a Dam and Sluices croſs the old Channel, and deepening thereof, and making other Works neceſſary, for the recovering and preſerving the Navigation, and in Charges neceſſarily attending the Undertaking, and the River was in *April*, 1737, turned into the new Channel, and hath ever ſince continued to run through the ſame; and ever ſince Ships and Veſſels of conſiderable Burden have ſailed through the new Channel up to *Wilcox Point*; and the Undertakers being by the ſaid Act, directed and impowered to make and keep the River navigable from the Sea to the ſaid Point; that there ſhould be ſixteen Feet Water in every Part of the River at a moderate Spring-Tide, for Ships to come and go, to

p. 578.

and from the ſaid City, ſeveral Trials and Soundings were made, to aſcertain the Height the Water flowed to, at a moderate Spring-Tide, and thereby the ſame was fixed to be level with the Height of nine Feet above the Apron of the ten Gate Sluice, Part of the Works of Navigation erected by the Undertakers; and a Pile was in 1738 fixed in the River near the ſaid ten Gate Sluice, on which the Height of nine Feet from the Apron of the ten Gate Sluice was marked, and ſet for the Standard Height of the Water at a moderate Spring-Tide, and the ſame has ſince been commonly called the Standard; and the Undertakers finiſhed the Undertaking in making the ſaid River navigable, according to the Intent and true Meaning of the ſaid recited Act of 6 *Geo.* II. before *March* 25, 1740, and have ſince that Time been at very great Expences in keeping the ſame navigable according to the true Meaning of the Act; and the joint Stock of the ſaid Undertaking having been laid out as aforeſaid, and proving inſufficient for ſecuring the Works, and incloſing and improving the Sands and Grounds veſted in the ſaid Undertakers at a general Meeting, held *December* 11, 1740, they did agree, that the ſaid joint Stock ſhould be increaſed to 52,000*l.* and that Application ſhould be made to Parliament to incorporate the Undertakers: And by one other Act made 14 *Geo.* II. intitled, *An Act for incorporating the Undertakers of the Navigation of the River* Dee, it was amongſt other Things enacted, That *William Allix*, and the ſeveral other Perſons therein named, Proprietors of the Undertaking, and the Repreſentatives of ſuch Subſcribers to the ſaid Indenture or Deeds-Poll as were dead, their ſeveral and reſpective Succeſſors, *&c.* ſhould be erected into one Company for the Purpoſes aforeſaid, and be incorporated by the Name of *The Company of Proprietors of the Undertaking for recovering and preſerving the Navigation of the*

p. 579.

River Dee, and have perpetual Succeſſion, and a common Seal, and have Power to do all ſuch Acts

as the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* might have done, by virtue of the ſaid Act of 6 *Geo.* II. and to take all ſuch Duties, Tonnage Dues, and Payments whatſoever, as the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* were impowered to do by the ſaid Act; and to embank, incloſe, improve, and apply to the Uſe of the ſaid Company, the *White Sands*, Soil, and Ground, and other Lands whatſoever, by the ſaid Act veſted in the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* upon the Terms in the ſaid Act mentioned, in the ſame Manner as the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* might have executed the ſame, by Virtue of the ſaid Act, ſubject to the Limitations, *&c.* in the ſaid Act mentioned; as by the Act of 14 *Geo.* II. will more fully appear: And the Tonnage Rates and Duties, which by the ſaid Act 6 *Geo.* II. are charged for all Goods brought into, or loaded in the ſaid River, are by Experience found to be too high, and a Diſcouragement to the Trade of the City; and the Mayor and Citizens of *Cheſter*, and the Merchants and Traders of *Cheſter* have therefore requeſted the Company of Proprietors of the Undertaking to conſent that the ſame may be repealed, and that in lieu thereof eaſier Tonnage Duties may be appointed, which the ſaid Company have conſented to; the doing whereof will be an Encouragement to Trade, and for the common Good of the Undertaking, that the ſaid Acts of 6 and 14 *Geo.* II. ſhould be explained and amended, in the ſeveral other Particulars hereafter mentioned.

It is therefore *enacted*, that after
p. 580. *May* 25, 1744, the ſaid ſeveral Rates of Tonnage, payable to the ſaid Company of Proprietors, by the ſeveral Acts before recited, or either of them, ſhall be no longer payable; and that ſo much of the ſaid Acts as relate to the Payment thereof, ſhall be abſolutely repealed.

After *May* 25, 1744, there ſhall for ever be paid unto the ſaid Company, and their Succeſſors, or to their Collectors, for every, Ship, Sloop, Hoy, Bark, Barge, Lighter, Boat, or other Veſſel, coming into, or going out of, or navigating in the River, and new Channel, with any Goods or Merchandize, (Lead, Oyſters, Slates, and paving Stones, excepted) by the Maſter or Owner of ſuch Ship, *&c.* or other Veſſel (every of whom are by this Act made liable to the ſame) the ſeveral Rates, Tonnage, Keelage, or Duties, according to the full of their Reach and Burden, hereinafter particularly deſcribed, for every Ton of Burden of ſuch Ship, *&c.* or other Veſſel, that is to ſay, for every Ship, *&c.* or other Veſſel coming to, or going from the
p. 581. City of *Cheſter*, or to, or from any other Place, between the City of *Cheſter* and *Park-Gate*, on the North-ſide of the River, and between the City of *Cheſter*, and the Town of *Flint*, in the County of *Flint*, on the South-ſide of the River, to or from any Part of *Great-Britain* or *Wales*, or the other Places or Countries herein after mentioned, the ſeveral Rates and Duties following; that is to ſay, for every Ship, Sloop, Hoy, Bark, Barge, Lighter, Boat, or other Veſſels, going to, or coming from any Part of *Great-Britain* or *Wales*, between the ſaid City and *St. David's-Head*, or *Carliſle*, for every Ton, 2*d.* and for every Ship, *&c.* going to, or coming from any Place between *St. David's-Head* and the *Land's-End*, or beyond *Carliſle*, to any Part in, or on this Side the *Shetlands*, or to, and from the *Iſle of Man*, for every Ton, 3*d.* and for every Ship, *&c.* going to, or coming from any Part of *Ireland*, for every Ton, 4*d.* and for every Ship, *&c.* going to, or coming from any Place, up the *King's-Channel*, beyond the *Land's-End*, or beyond the *Shetlands*, for every Ton, 4*d.* and for every Ship, *&c.* going to, or coming from any Part of *Norway*, *Denmark*, *Holſtein*, *Holland*, *Hamburgh*, *Flanders*, or any Part of *France*, without the Streights of *Gibraltar*, or the Iſlands of *Guernſey* or *Jerſey*, for every Ton, 8*d.* and for every Ship, *&c.* going to, or coming from any Place in *Newfoundland*, *Greenland*, *Ruſſia*, and within the *Baltick*, *Portugal*, or *Spain*, without the *Streights*, *Canaries*, *Madeiras*, *Weſtern-Iſles*, *Azores*, for every Ton, 1*s.* and for every Ship, *&c.* going to, or coming from any Place in the *Weſt-Indies*, *Virginia*, or any other Part of *America*, *Africa*, *Europe*, or *Aſia*, within the *Streights*, or not named before, any Part of *Africa* without the *Streights*, or *Cape de Verde Iſles*, for every Ton, 1*s.* and 6*d.* and for every Sloop, Hoy, Bark, *&c.* carrying Goods from, or bringing Goods to the City of *Cheſter*, or through any Part of the ſaid new Channel, in order to be put on board, or diſcharged from any Ship, *&c.* lying at *Park-Gate*, *Flint*, or any other Place within the
Port of *Cheſter*, and below the ſaid p. 593.
new Channel, made by the ſaid Undertakers, for every Ton, 2*d.* and ſo in Proportion for a greater or leſſer Quantity than a Ton; ſuch Duties to be paid at the Time of ſuch Ship or other Veſſel's Diſcharge, either inwards or outwards, at the Cuſtomhouſe in the Port of *Cheſter*, ſo as no Ship or other Veſſel be liable to pay the Duty but once for the ſaid Voyage, both out and home, notwithſtanding ſuch Ship or other Veſſel may go and return back, with a Lading of any Goods or Merchandizes.

And by the ſaid Act of 6 *Geo.* II. it is (among other Things) provided, that if any Ship or Veſſel, employed by the Cheeſemongers of the City of *London*, in the Cheeſe Trade to the City of *Cheſter*, ſhould not go up to the City, or within any Parts of the intended Works of Navigation, but ſhould have their Lading put on board ſuch Ship or Veſſel, by Boats or Keels, 6*d. per* Ton, and no more, ſhould be paid to the ſaid *Nathaniel Kinderley*, his Heirs, *&c.* by the Maſter or Owner of every ſuch Boat or Keel, for all Cheeſe or Lead, ſo to be put on board ſuch Ship or Veſſel, in full Satisfaction and Diſcharge of all Duties and Tonnage whatſoever; it is hereby further *enacted*, that after the 25th of *May*, 1744, the ſaid Duty of 6*d. per* Ton, made payable by the above recited Proviſo, ſhall ceaſe, and be no longer payable; and that in lieu of the ſaid Duty of 6*d. per* Ton for ſuch Boats or Keels, a Sum of 2*d. per* Ton, and no more ſhall from *May* 25, 1744, be paid to the ſaid Company, and their Succeſſors, by the Maſter or Owner of every ſuch Boat or Keel, carrying Cheeſe (Lead being exempted by this Act from the Payment of any Tonnage) to be put on board ſuch Ship or Veſſel, in full Satisfaction of all Duties and Tonnage whatſoever.

p. 583. All Ships, *&c.* or other Veſſels, coming into, or going out of the ſaid River, and new Channel, and liable to the Payment of the Duties of Tonnage, by this Act impoſed, ſhall be meaſured, by taking the Length of the Keel, ſo much as ſhe treads on the Ground, and the Breadth to be taken by the Midſhip Beam from Plank to Plank, and half that Breadth ſhall be accounted for the Depth of every ſuch Ship or Veſſel; then multiply the Length by the Breadth, and the Product thereof by the Depth, and divide the whole by ninety four, and the Quotient ſhall give the true Contents of the Tonnage; according to which Method, all Ships, and other Veſſels, ſhall be meaſured, and the ſeveral Duties of Tonnage thereby be computed, and collected accordingly.

If the Lading of any Ship, or other Veſſel, which ſhall be liable to the Payment of the Duties of Tonnage, impoſed, and payable by this Act, according to the Burthen of ſuch Ship or other Veſſel, by Admeaſurement thereof, in manner as before directed, ſhall conſiſt partly of Lead, Oyſters, Slates, or Paving Stones, (which are exempted by this Act from the Payment of Tonnage) and partly with other Wares and Merchandizes, in Reſpect whereof ſuch Ship or Veſſel will be liable to the Payment of the Duties and Tonnage by this Act impoſed; in every ſuch Caſe, there ſhall be a Deduction made from the Tonnage of every ſuch Ship, or other Veſſel, in Proportion to the Quantity of ſuch Lead, Oyſters, Slates, or Paving Stones, contained in every ſuch Ship or other Veſſel.

In all Caſes where Skins or Wool ſhall be imported, ſuch Skins or Wools ſhall pay the Rates of Tonnage by Weight only, and not according to the Burthen of ſuch Ship, or other Veſſel, by Admeaſurement thereof; and where the Lading ſhall conſiſt partly of Skins or Wool, or of both of them, and partly of other Wares and Merchandizes, in Reſpect whereof ſuch Ship or Veſſel will be liable to the Payment of the Duties of Tonnage by this Act impoſed, a Deduction ſhall be made from the Tonnage or Burthen of ſuch Ship, or other Veſſel, in Proportion to the Weight of ſuch Skins or Wool; and if any Diſpute ariſes concerning the true Weight of ſuch Skin or Wool, the Importer ſhall, at his own Coſts and Charges, provide proper and convenient Weights, Beams, and Scales, for weighing the ſame. p. 584.

If the Maſter, or other Perſon, taking Charge of any Sloop, Hoy, *&c.* carrying Goods from, or to the City of *Cheſter*, or through any Part of the ſaid Channel, in order to be put on board, or diſcharged from any Ship or other Veſſel, lying at *Park-Gate*, *Flint*, or any other Place within the ſaid Port of *Cheſter*, and below the ſaid new Channel, *&c.* or carrying any Goods from, or to the City of *Cheſter*, to, or from any Part of *Wales*, ſhall chuſe to pay the Duty, and Tonnage, according to the Weight and Quantity of the Goods, and not according to the Burthen of the Sloop, *&c.* by the Admeaſurement thereof; and ſuch Maſter, *&c.* ſhall make ſuch Declaration, upon entering of any ſuch Sloop, *&c.* inwards or outwards; in ſuch Caſe, the Duty and Tonnage ſhall be paid according to the Weight of the Goods, and not according to the Burthen of ſuch Sloop, *&c.* by Admeaſurement thereof. p. 585.

In caſe any Diſpute ſhall ariſe between the Collector of the Tonnage, payable by this Act, and the Maſter or other Perſon, having Charge of any Ship, or other Veſſel, ſuch Collector ſhall weigh, meaſure, or gauge all Goods, Wares, or Merchandizes, at the Time of the ſhipping or unſhipping thereof; and if ſuch Goods ſhall, upon ſuch Weighing, Meaſuring, or Gauging, appear to be of as great, or greater Quantity, than ſuch Collector did affirm and inſiſt the ſame to be, before the Weighing thereof, *&c.* the Maſter, *&c.* taking Charge of the ſaid Veſſel ſhall pay the Coſts and Charges of ſuch Weighing, Meaſuring, *&c.*

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The ſeveral Rates of Tonnage payable by this Act, ſhall be paid by the Maſters, or Owners of every ſuch Ship or Veſſel, before they ſhall be cleared inwards or outwards, by any of the Officers of his Majeſty's Cuſtoms, at the Port of
p. 586. *Cheſter*; and if any ſuch Officer ſhall clear any Ship, until the Maſter produce an Acquittance; or if any Maſter refuſe, or neglect to pay the ſaid Duty, the Offender ſhall, for every Default, forfeit 20*l.* to the Company, *&c.*

The ſaid Collectors may go on board any Ship, Hoy, *&c.* to take the Dimenſions thereof, and to demand the Duties payable by this Act, and for Non-payment thereof, or Refuſal to let
p. 587. ſuch Officer take the Dimenſions, he may diſtrain, and after ten Days ſell the Diſtreſs, *&c.*

It is provided by the Act 6 *Geo.* II. that *Nathaniel Kinderley*, his Heirs, *&c.* ſhall make a Wet Dock for the Ships to lie in; and that there ſhall be paid to *Nathaniel Kinderley*, &c. for every
p. 588. Ship or Veſſel, loaden within the ſaid Dock, 9*d.* *per* Ton; the ſaid Duty is hereby altered to 6*d.* *per* Ton, and no more, *&c.*

The Term of three Years after compleating the ſaid Works of Navigation being expired, and the Truſtees of the 10,000*l.* Depoſit, have by Sale of Part of the *South Sea* Annuities (in which the ſaid 10,000*l.* was inveſted) raiſed, and paid all the Monies that they have been ordered to be paid by them by Virtue of 6 *Geo.* II. and the Reſidue of the ſaid Depoſit, which at preſent conſiſts of 7180*l.* 3*s.* 8*d.* old *South Sea* Annuity Stock, now remains in the Names of the ſaid *Thomas Revel* and *John Bland*, the Survivors of the ſaid Truſtees (*John Manley* being dead) it is enacted, that they ſhall, on or before the 25th Day of *May*, 1744, tranſfer to the Company and their Succeſſors, the ſaid 7180*l.* 3*s.* and 8*d.* remaining in their Hands, or Names.

The Tonnage Duties, ariſing by
p. 589. this Act, ſhall at all Times hereafter be liable to anſwer the Damages, in the Act of 6 *Geo.* II. mentioned, under the ſame Regulations, and ſubject to be levied and applied to the ſame Uſes, as the Duties of Tonnage impoſed by the ſaid Act, (and hereby repealed) were thereby made ſubject to.

In caſe the Tonnage Duties ſhall not be ſufficient to pay ſuch Damages, that then all, and ſingular the White Sands, and all other the Premiſes, by the ſaid Act of 6 *Geo.* II. veſted in *Nathaniel Kinderley*, &c. and by the ſaid ſubſequent Act of 14 *Geo.* II. in the Company, and their Succeſſors, are hereby declared to be ſubject to the Payment, or Satisfaction for all ſuch Damages, as ſhall be directed to be paid, in purſuance of the ſaid Act of 6 *Geo.* II.

The River being ſubject in dry Seaſons to be ſilted up with Sand, ſo that at a moderate Spring Tide, it may frequently happen that there may not be ſixteen Feet Water, in every Part of the River, until the ſaid Sands ſhall be removed, by the Freſhes coming down from the River; it is therefore enacted, that inſtead of ſixteen Feet Water, at a moderate Spring Tide, the ſaid Company and their Succeſſors, ſhall at all Times hereafter, maintain the ſaid River *Dee*, from the Sea, to *Wilcox Point*, that on the Computation of a moderate Spring Tide, as marked on the Standard, there ſhall be fifteen Feet Water, in every Part of the Channel, for Ships and Veſſels to come and go, to, and from the ſaid City.

The Mayor, *&c.* of the City, ſhall appoint one proper Perſon, and the p. 590.
Company another, which Perſons are hereby conſtituted the Superviſors of the Navigation of the River *Dee*, and each of them ſhall have full Power to ſound the ſaid River, or any Parts thereof, for three ſucceſſive Tides, as often as they ſhall be required ſo to do by the ſaid Mayor, *&c.* or the ſaid Company, or the Collectors appointed to receive the Tonnage; and if on any ſuch Soundings ſo made, the Channel of any Part of the River, ſhall appear to be choaked up, ſo that there would not at a moderate Spring Tide, (according to the Height marked on the Standard) be in the Channel of every Part of the River from the Sea to *Wilcox Point*, fifteen Feet Water; and in caſe either of the Superviſors ſhall make an Affidavit thereof in Writing, before any Juſtice of the City or County of *Cheſter*, deſcribing the particular Parts of the River, which ſhall be too ſhallow, *&c.* and if the ſaid Company ſhall, for the Space of four Calendar Months, ſuffer the ſaid River to continue choaked up, ſo that on the Computation of a moderate Spring Tide, as marked on the ſaid Standard, there ſhall not be fifteen Feet Water in the Channel, *&c.* as often as the ſaid Event ſhall happen, the Payment of the Tonnage Rates ſhall be ſuſpended, and not collected until the ſaid Depth of fifteen Feet ſhall be regained; from which Time the Tonnage Duties ſhall be again revived, and become payable as before, and ſo *toties quoties*.

If the Company neglect to cleanſe and deepen the River eight Months, p. 591.
after the ſaid Term of four Months ſhall be expired, ſo that on a Computation of a moderate Spring Tide, *&c.* there ſhall not be fifteen

Feet

Feet Water in the Channel, *&c.* the Commiſſioners impowered by the Act 6 *Geo.* II. at a Meeting to be held for that Purpoſe, of which twenty Days Notice ſhall be given in the *London Gazette*, and by fixing Notice in Writing on the Caſtle Gate of *Cheſter*, by Warrant under their Hands, ſhall appoint proper Perſons, to enter into and upon the white Sands, Lands, *&c.* by this or the former Acts veſted in the Company, and to take Poſſeſſion thereof, and receive the Rents and Profits thereof, and to diſtrain for the ſame, as they ſhall ſee Occaſion, till they have received ſo much Money as ſhall be neceſſary to defray the Charges, occaſioned by ſuch Diſtreſs or Entry, reſpectively, ſo as ſuch Poſſeſſion, Receipt of Rents, and Powers of Diſtreſs, ſhall not extend to avoid any Leaſe, which may here-
p. 592. after be granted by the Company to any Tenant, at the improved Rent, without taking any Fine for the ſame, or to compel ſuch Tenant to pay any more than the Arrears of Rent really due; and ſo as ſuch Poſſeſſion, Receipt of Rents, and Power of Diſtreſs, ſhall continue no longer than until the Depth of fifteen Feet ſhall be regained: and the Money expended in regaining thereof, and the Charges occaſioned by ſuch Entry, Poſſeſſion, and Diſtreſs, ſhall be ſatisfied, and the Money ſo to be raiſed and received, ſhall be employed for thoſe reſpective Purpoſes, as the major Part of the ſaid Commiſſioners ſhall direct.

Provided, that no ſuch Order made by the ſaid Commiſſioners ſhall be binding, unleſs thirteen at leaſt in Number ſhall be preſent at ſuch Meeting.

The ſaid Superviſors ſhall (if required) weekly ſound the River, and ſhall make an Affidavit in Writing of the Truth of ſuch Soundings.

The Superviſors ſhall at the Ex-
p. 593. pence of the Company, on or before the 29th of *September*, 1744, cauſe to be erected in ſuch Parts of the River as they ſhall think fit, two or more Piles of Timber, or other durable Materials, to be therein fixed, ſo as the Tops thereof ſhall be exactly level, with the Height of nine Feet above the Apron of the *Ten Gate Sluice*, as the ſame is marked on the Standard, which Piles and Standard ſhall for ever hereafter be kept in repair, and renewed as Occaſion ſhall require; and if any Perſons ſhall wilfully damage or deſtroy the ſame, they ſhall for every ſuch Offence forfeit 200*l.* *&c.*

Two Ferry-Boats ſhall at all Times
p. 599. after *May* 25, 1744, be conſtantly kept by the ſaid Company and their Succeſſors, at their own Expences, at ſuch Parts of the new Channel, as the Ferry-Boats already appointed have worked at, ſince the making the ſaid Navigation, with proper and ſufficient Attendance, and all ſubſtantial and effectual Ropes, Tackle, and Neceſſaries proper thereunto, for the publick Uſe and Benefit of all his Majeſty's Subjects, paſſing and repaſſing in thoſe Parts; and the Perſons attending ſuch Boats, ſhall ferry over all Paſſengers when required, without being paid any thing for the ſame.

The Commiſſioners appointed by the Act 6 *Geo.* II. or any thirteen of them, at any of their Meetings, may ſet out one or more convenient Roads, in any Places over the Sands, Soil, and Ground, veſted in the Company, lying on the North Side of the new Channel, within the Extent of the ſaid Channel, to lead to and from the ſaid two Ferries, or either of them, to the ſaid City of *Cheſter*, and to the Towns of *Shotwicke* and *Shough-Hall*, in the Hundred of *Worral*, in the ſaid County of *Cheſter*; and every ſuch Road ſhall be for ever maintained and repaired at the Expence of the Company and their Succeſſors.

If the ſaid Company and their Suc-
ceſſors ſhall neglect to maintain and p. 597.
repair the ſaid Roads, or to ſupply ſuch Ferry Boats with ſufficient Attendants, *&c.* on every ſuch Neglect the ſaid Commiſſioners impowered by the Act of 6 *Geo.* II. may aſſeſs on the ſaid Company ſuch reaſonable Penalty as they ſhall think fit, *&c.*

The ſaid Company aſſembled in a general Court ſhall have Power to call in from their Members, proportionally according to their reſpective Shares in the Capital Stock, any further Sums of Money, as by ſuch general Court, ſhall from Time to Time be judged neceſſary, not exceeding the Call of Five *per Cent.* already made, purſuant
to the ſaid former Act, in the whole p. 598.
the Sum of Forty *per Cent.* And if any Members, *&c.* who hath or ſhall be required to pay in Money upon any Calls, *&c.* ſhall neglect to pay their Share of the Money ſo called for, at the Times appointed, by Notice in the *London Gazette*, and on the *Royal Exchange* in *London*, the ſaid Company may not only ſtop the Share, Dividend and Profit, which ſhall become payable to ſuch Members ſo neglecting, and apply the ſame towards Payment of the Share of Money ſo called for, till the ſame ſhall be ſatisfied; but alſo may ſtop the Transfers, or Aſſignments of the Shares of every ſuch Defaulter, with Intereſt after the Rate of Eight *per Cent. per Ann.* for the Money, ſo by them omitted to be paid, from the Time the ſame was appointed to be paid,

until

until the Payment thereof; and that the Shares and Stock-ſhares, and Stocks of ſuch Defaulters, ſhall be liable to make good the Monies ſo appointed to be paid and Intereſt as aforeſaid; and if the Principal and Intereſt ſhall be unpaid, by the Space of Three Months, then the Company, *&c.* ſhall have Power to ſell and aſſign ſo much of the ſaid Stock of ſuch Defaulter, as will ſatisfy the ſame, rendering the Overplus (if any be) to the Proprietors; and the Money ſo called for and paid in, ſhall be deemed Capital Stock, *&c.*

p. 599. The ſaid Joint Stock of the ſaid Company, created and eſtabliſhed, in purſuance of this and the former Act, and the Share and Intereſt of each particular Member thereof ſhall be deemed in all the Courts of Law and Equity and elſewhere to be a perſonal Eſtate to all Intents and Purpoſes whatſoever, and not a real Eſtate; and ſhall go to the Executors or Adminiſtrators of the Perſons dying poſſeſſed thereof, intereſted in, or entitled thereunto, and not to the Heirs of ſuch Perſons; and the Proprietors of the ſaid Joint Stock, their Executors, *&c.* ſhall be reſpectively entitled to all the Benefits and Advantages by the firſt recited Act veſted in *Nathaniel Kinderley*, his Heirs, *&c.* in Proportion to their reſpective Intereſts in the Joint Stock of the ſaid Company.

The Method of aſſigning, transferring, and accepting of any Intereſt, in the ſaid Joint Stock, ſhall be in the following Form, *viz.*

I A. B. *in Conſideration of paid to me by* C. D. *do hereby bargain, ſell, aſſign, and transfer to the ſaid* C. D. *in the Joint Stock of the Company of Proprietors of the Undertaking for Recovering and Preſerving the Navigation of the River* Dee, *to hold to him the ſaid* C. D. *his Executors, Adminiſtrators, and Aſſigns, ſubject to the Rules, Orders, and By-Laws of the ſaid Company.*

Witneſs my Hand, the Day of

I the ſaid C. D. *do hereby accept of the ſaid of the ſaid Joint Stock, Subject to the Rules, Orders, and By-Laws of the ſaid Company.*

Witneſs my Hand, the Day and Year aforeſaid.

Which Transfer and Acceptance ſhall be ſigned in the Company's Books, to be kept for that Purpoſe; and being witneſſed by one Witneſs to the ſigning thereof, ſhall be valid to all Intents and Purpoſes.

Nothing in this Act, or in the Acts of 6 and 14 *Geo.* II. or either of them contained, ſhall extend to hinder or reſtrain Sir *John Glynne*, Bart. Lord of the Manor of *Hawarden* in the County of *Flint*, his Heirs, *&c.* or any other Perſons entitled to Right of Common thereon, from enjoying the Lands, Grounds, or Salt Marſhes, lying on either Side of the Banks and Forelands of the new Channel, *&c.* p. 600.

The new Channel, and the Banks, and Foreland on each Side thereof, and the Foreland of the Breadth of twenty Feet, next adjoining to the outſide Foot of the North Bank of the new Channel, and ſo much more of the common Salt Marſhes next adjoining to the ſaid twenty Feet Foreland, as will be neceſſary for making a convenient Ditch or Mound, to fence and ſeparate the ſaid twenty Feet Foreland from the reſt of the common Salt Marſhes, and the ſeveral Pieces of Marſh Lands, containing three Acres and five Acres, ſhall be for ever hereafter veſted in the Company, *&c.* p. 602. In Conſideration whereof, and as a Recompence for ſuch Part of the Marſh Lands as are hereby veſted in the Company, and of all other Damages done to the common Salt Marſhes, the ſaid Company ſhall make good and keep in Repair the Forelands and Fences of the new Cut or Channel, ſo as thereby to prevent the common Salt Marſhes lying within the Manor or Pariſh of *Hawarden*, or either Side of the new Cut, from being deſtroyed or waſhed away, by the Flux or Reflux of Water through the ſaid new Cut, or through the Gutters or other Inlets running through the Marſhes; and in caſe at any Time hereafter, the common Salt Marſhes lying on either Side of the new Cut, and within the Manor or Pariſh of *Hawarden*, or any Part thereof, ſhall in any one Year be ſo far injured or deſtroyed by Reaſon of the ſaid Forelands not being kept in Repair, or by Reaſon of the ſaid Navigation, or of any Works to be made in purſuance of the ſaid Act 6 *Geo.* II. ſo that there ſhall be thereby, in any one Year the Quantity of fifty Acres or more of Land, Part of the ſaid Salt Marſhes, deſtroyed, from thenceforth, as often as the ſaid Event ſhall happen, any fifteen or more of the Commiſſioners impowered by the ſaid Act 6 *Geo.* II. or their Succeſſors, who ſhall be preſent at any Meeting to be held for that Purpoſe, of which three Months Notice ſhall be given in the *London Gazette*, and by affixing Notice in Writing thereof on the Caſtle Gate of *Cheſter*,

Cheſter by Warrant under their Hands and Seals, to allot ſuch Quantity of the Lands adjoin- ing to the common Salt Marſhes, by the former Acts, or one of them, veſted in the Company, as ſhall be equal in Value to ſuch Part of the ſaid Marſhes as ſhall have been ſo waſhed away, by Way of Recompence for the ſame; the Lands ſo to be alloted to lie as near the common Salt Marſhes as conveniently may be; which Determination of the Commiſſioners ſhall be final, and binding to all Parties intereſted, unleſs the Company or Lord of the Manor of *Hawarden*, or any Perſons having Intereſt in the ſaid Marſhes, ſhall think themſelves thereby aggrieved, and ſhall make Application to the next Court of great Seſſion for the County of *Flint*, to have the Value of the Lands determined by a Jury; in which Caſe, the Juſtices of the ſaid Court of great Seſſion ſhall cauſe the Value of the Land ſo deſtroyed, and of the Lands to be given in lieu thereof, to be ſettled, aſſeſſed, decreed, and aſcertained by the ſame Rules and Methods, by which by the Act 6 *Geo.* II. they are impowered and directed to ſettle the Damage therein mentioned; and ſuch Determination of the Juſtices of the ſaid great Seſſion ſhall not be removed but binding and concluſive to all Intents and Purpoſes, *&c.* and the Lands ſo decreed, in lieu for ſuch Part of the ſaid common Salt Marſhes, which ſhall by the Means aforeſaid be deſtroyed, ſhall for ever thereafter be the Property and Inheritance of, and be enjoyed by the ſame Perſons and their Heirs, who were before entitled to a Right of Common in the ſaid Salt Marſhes, under the like Limitations, and with the like Advantage as they might have held the ſaid Marſhes in caſe they had not been deſtroyed; and according to their reſpective Eſtates therein, diſcharged from the Rights of Entry and Diſtreſs of any other Perſon whatſoever; but the ſame ſhall not avoid any Leaſe which may be hereafter really granted by the Company to any Tenant or Occupier of any Part of the ſaid Lands, for any Term of Years not exceeding twenty-one, at the improved Rent, without taking any Fine, or to compel ſuch Tenant to pay any more than the Rent reſerved on ſuch Leaſe; and if the common Salt Marſhes, which, by the Means aforeſaid ſhall in any one Year be deſtroyed, ſhall not exceed fifty Acres, the Commiſſioners appointed by the ſaid Act of 6 *Geo.* II. or any Jury to be appointed in purſuance of the ſaid Act, ſhall decree what Recompence ſhall be paid by the Company, or their Succeſſors, which Recompence ſhall be paid to the Lord of the Manor of *Hawarden*, for the Time being, the Rector of the Pariſh of *Hawarden*, for the Time being, and to *Thomas Powis*, &c. and ſhall be by them applied for the Uſe of the Lord of the ſaid Manor, and the Perſons having a Right of Common in the common Salt Marſhes, lying within the ſaid Manor of *Hawarden*, as the ſaid Commiſſioners, *&c.* with the Conſent of the Lord of the ſaid Manor, *&c.* ſhall direct or appoint; which Damages the Lord of the ſaid Manor is hereby impowered to claim and make out accordingly; and if the Company or the Lord of the Manor ſhall be diſſatisfied with the Determination of the Commiſſioners, they are hereby reſpectively impowered to apply to the Juſtices at the next great Seſſions to be held for the County of *Flint*, &c.

p. 603.

p. 604.

p. 605.

The Company ſhall keep five Ways, of the Breadth of twenty Feet each, and at the Diſtance of one Mile, or thereabouts, from each other, over the Ditch or Mound which is intended to fence the Bank and Forelands on the North Side of the River, from the reſt of the Salt Marſhes, for the Cattle feeding on the Salt Marſhes on the North Side of the Channel, to go to and from the ſaid Channel to Water.

A Survey of the Marſh Lands on the South Part of the new Cut, and of the Gutters and other Receptacles of Water therein, ſhall, on or before *Sept.* 29, 1744, be taken by two Surveyors, one to be appointed by the Company, and the other by the Lord of the Manor of *Hawarden*, who ſhall truly ſurvey and admeaſure the ſame, and make an exact Plan thereof, diſtinguiſhing what Parts thereof are firm Land, and what are Gutters or waſte Lands; and the Surveyors ſhall within one Month after *Sept.* 29, tranſmit an atteſted Copy of ſuch Plan, under their Hands, to the Clerk of the Peace of the County of *Cheſter*, to be kept among the Records of the ſaid County, to which all Perſons may have Recourſe *gratis*, &c.

p. 606.

If any of the ſaid Gutters or waſte Lands to be deſcribed in the Survey, ſhall hereafter be filled up, and become firm Land and graſſed over, it ſhall be ſet againſt the like Quantity of the Marſh Lands which ſhall be waſhed away; and the ſaid Company ſhall be obliged to make a Recompence only for the Reſidue of the ſaid Marſh Lands which may be deſtroyed as aforeſaid.

It ſhall not be lawful for the Company, or their under Tenants, *&c.* at any Time hereafter, to build Cottages on the ſaid Pieces of Marſh Land, containing three Acres, and five Acres, or on the Banks or Forelands on either Side of the new Cut, or on the Foreland, of twenty Feet in Breadth, herein before declared to be veſted in the Company, without the Licence of the Lord of the Manor within which the ſame

ſame ſhall lie, firſt obtained in Writing under his Hand and Seal; and the ſaid Company, &c. ſhall not have any Right of Common on the ſaid common Salt Marſhes, as Appendant to the Soil of the new Cut, or the Banks or Forelands thereof, &c.

This Act ſhall not extend to prejudice the Proprietors of any Royalties and Liberties of Fiſhing and Fowling upon the River, &c.

Nothing herein, or in the ſaid Act of 6 *Geo.* II. contained, ſhall extend to hinder Sir *John Glynne*, Owner of the Caſtle and Manor of *Hawarden*, or his Heirs, from enjoying all ſuch Rights and Privileges, Royalties and Juriſdictions, as he or his Anceſtors might have done in caſe this or the ſaid former Act had never been made; ſo that ſuch Rights, &c. do not infringe on the Rights and Powers given the Undertakers by the ſaid Acts.

p. 607.

Nothing in this Act ſhall affect any Right or Property that *John Theedam*, of the *Inner Temple*, *London*, Gent. his Heirs, &c. hath or have to the White Sands, Lands and Hereditaments in the former Act of 6 *Geo.* II. mentioned; but the ſaid Right, &c. ſhall remain to him, his Heirs, &c. for ever, as if this Act had never been made.

No Perſon ſhall hang any Net or other Engine in, over, or acroſs the Channel of the ſaid River, or fix any Stakes in the ſame, or on the Banks thereof, to the Prejudice of the Channel, or Hindrance of the Navigation.

Nothing in this Act contained ſhall take away or leſſen the Powers given by the ſaid Act of 6 *Geo.* II. to the Commiſſioners appointed in purſuance of the ſaid Act; but that they ſhall have the ſame Powers and Authorities as they had before the making this Act; and all other Clauſes and Things in the ſaid Acts of 6 and 14 *Geo.* II. which are not hereby repealed or varied, are ratified and confirmed.

p. 608.

All Actions and Suits at any Time heretofore commenced or proſecuted in any Courts of Law or Equity, between the Mayor and Citizens of the ſaid City, and the Company, or between any of the Merchants or Traders of the City or other Perſons, and the ſaid Company, relating to any of the Matters aforeſaid, and depending at the Time of paſſing this Act, ſhall immediately ceaſe and be diſcontinued; and no Actions or Suits ſhall be hereafter commenced or carried on by the Company againſt the Mayor and Citizens of the ſaid City in reſpect of the Uſe or Occupation, or of the Rents and Profits of ſuch Part of the *Roodee*, as by the ſaid Act of 6 *Geo.* II. was veſted in *Nathaniel Kinderley*, his Heirs, &c. antecedent to the ſaid 25th Day of *May*, 1744, or againſt any of the Merchants or Traders of the City of *Cheſter*, or any Perſons, on Account of any Sums of Money due for any of the Duties or Tonnage made payable by the ſaid recited Act of 6 *Geo.* II. and hereby repealed as aforeſaid, or upon any Security given for the ſame.

p. 609.

All Actions commenced for any thing done in purſuance of this Act, ſhall be brought within twelve Months after the Fact committed, and laid in the County where the Cauſe of Action ſhall ariſe, &c. p. 610.

This Act ſhall be deemed a publick Act, &c.

LOYNE *or* LUNE, *and* LANCASTER.

The Preamble ſets forth, That the Town of *Lancaſter* in the County Palatine of *Lancaſter*, from its great and extenſive Commerce to the *Weſt-Indies*, and other foreign Parts, is now become a very conſiderable Port; and has for ſome time paſt employed and maintained great Numbers of Ships and Mariners, to the great Advancement of the Revenue, and the Improvement of the Trade and Navigation of this Kingdom: And that the Navigation of the River *Loyne* (otherwiſe called *Lune*) is become very difficult and dangerous; and that the only Place near the Town, where Ships can be moored and diſcharged, is, by Reaſon of the Shoals and other Obſtructions in the Soil of the River, become very unfit and unſafe for that Purpoſe; inſomuch that many Ships and Veſſels ſtationed there have been overſet and damaged: And it is conceived to be highly neceſſary for the Benefit and Improvement of the ſaid Navigation, that a Quay or Wharf, with other Conveniencies, ſhould be built on the South Weſt Side of the River, and that Buoys ſhould be placed at the Entrance into, and in other Parts of the River, and Land Marks erected for directing of Ships; and that a Place of Safety ſhould be made for the Harbouring and Protection of the Shipping near the Mouth of the River: And that the Rev. *James Fenton*, L. L. D. Vicar of the Pariſh Church of *Lancaſter*, is, in Right thereof, ſeized of divers Parcels of Land and Ground, which are commodiouſly ſituated for the Purpoſes aforeſaid; and that the Right Rev. *Samuel* Lord Biſhop of *Cheſter*, the Ordinary, *Edward Marton*, Eſq; Patron of the Advowſon of the Vicarage of the ſaid Church, and the ſaid *James Fenton*, the preſent Incumbent, have reſpectively agreed, that the ſaid Parcels of Ground ſhall be diſpoſed of, for the Purpoſes herein

23 *Geo.* II. p. 259.

herein after mentioned, ſubject to the Rents, Reſervations, and Reſtrictions herein after expreſſed: Wherefore, for promoting and carrying on a Deſign ſo beneficial, *it is enacted*, that all that Parcel of Land, being Part of a certain Cloſe, called the *Bridge-Field*, belonging to the Church of *Lancaſter*, and containing three Roods, and thirty two Perches; and alſo all that Parcel of Land, being Part of another Cloſe, called the *Hay-Field*, belonging alſo to the ſaid Church, and containing thirty-two Perches; and alſo all that Parcel of Land called the *Summer Paſture*, belonging alſo to the ſaid Church, and containing about three Acres, five Roods, and thirty-two Perches, ſituate and contiguous to the South Weſt Side of the River *Loyne*, with their Rights, Members, and Appurtenances, ſhall, from and after 28 *April*, 1750, be veſted in *Abraham Rawlinſon*, *William Butterfield*, and *John Bowes*, Merchants of *Lancaſter*, their Heirs, and Aſſigns, abſolutely diſcharged of all Claims, *&c.* from the ſaid *James Fenton*, and his Succeſſors, Vicars of the ſaid Pariſh Church, forever; to the Uſes and Purpoſes herein after mentioned, *viz.* to the Intent that the ſaid *James Fenton* and his Succeſſors, Vicars of the ſaid Church, ſhall enjoy out of the ſame Premiſſes the annual Rent of 14*l.* 14*s.* free of all Deductions whatſoever, by four Quarterly Payments, to be made on *May* 1, *Auguſt* 1, *November* 1, and *February* 1, in every Year, for ever; the firſt Payment to be made on *May* 1, 1750. And if the ſaid annual Sum ſhall be unpaid for twenty Days after any of the Times before limited for Payment thereof, the ſaid Vicar, and his Succeſſors, may enter and diſtrain upon the Premiſſes, and make Sale of the Diſtreſs, and receive the Iſſues 'till the ſaid Rent, and all Arrears, with the Coſts and Charges, and all Damages be fully paid.

p. 261.

p. 262.

The Parcels of Land beforementioned and deſcribed ſhall go to the Uſe of the ſaid *Abraham Rawlinſon*, *William Butterfield*, and *John Bowes*, their Heirs, *&c.* in Truſt, that the ſame may be employed as a Quay or Wharf, and for ſuch other Purpoſes and under ſuch Directions, as are herein after preſcribed.

When any of the Truſtees, in whom the Lands are veſted, ſhall die, the Commiſſioners and Truſtees appointed for the other Purpoſes of this Act, are to nominate another, *&c.*

p. 263.

The Commiſſioners and Truſtees appointed for the Purpoſes herein after mentioned, are to cauſe the Parcels of Ground aforeſaid to be divided from the other Parts of the Vicarage Lands by a good and ſufficient Stone Wall, two Yards high above the Ground next the Church, to be built with Lime and Sand, and to extend from a Stile, to be in like manner built and made at their Expence at the End of a Garden Wall (adjoining to the Town of *Lancaſter*) now belonging to *Mary Maſon* Widow, through and over the *Bridge-Field* and *Hay-Field*, to the Fence that divides the *Hay-Field* from the *Summer Paſture*; and they are to keep up and repair (as often as Occaſion requires) the ſaid Fence, Wall, and Stile, and all the Hedges, Ditches, Mounds, and Fences, ſeparating the Lands ſettled by this Act from the reſt of the Vicarage Lands, ſo as to prevent any Treſpaſſes or Damages to be done to the ſaid Vicar or his Succeſſors; and they are alſo to cauſe a ſufficient watering Place, or Reſervoir of Water to be made in ſuch convenient Part in the ſaid *Bridge-Field* (not ſettled by this Act) as the ſaid *James Fenton* ſhall appoint for watering the Cattle, depaſturing in the Vicarage Lands; and in caſe of any Overflow thereof, the Waters are to be turned into the River *Loyne*, at their Expence, upon Application made to any of them for that Purpoſe, ſo as to prevent any Damage to be done to the ſaid Lands; and upon their Refuſal or Neglect ſo to do, the Vicar and his Succeſſors may turn off the ſaid Water or Watering Place into the River, by ſuch Ways and in ſuch Manner as he ſhall think proper.

p. 264.

The Occupiers of ſuch Parts of the Vicarage Lands as are not ſettled by this Act, ſhall have the Liberty of taking Sand all along the Cloſe called the *Summer Paſture*, betwixt the Banks thereof, and the Low-Water Mark in the River *Loyne*, in order to cultivate the ſaid Lands, with free Liberty of Ingreſs and Regreſs for that Purpoſe; and of driving their Cattle, depaſturing in the Vicarage Lands, over the *Summer Paſture*, to Water; the Ways for theſe Purpoſes to be appointed by the Commiſſioners and Truſtees, and by the Vicar; and upon their Refuſal or Neglect to comply therewith, the Vicar may appoint ſuch Ways for the Purpoſes above, as he ſhall think proper, and he and his Tenants may make Uſe thereof; and the Vicar (until the Diviſion-Wall above deſcribed is built and finiſhed) is to have the Herbage of ſuch Parts of the ſaid *Bridge-Field* and *Hay-Field*, as are abovementioned, and intended to be allotted to the Quay, and no Doors or Ways are to be opened through the Diviſion-Wall or Fence, without the Licence of the Vicar for the Time being.

p. 265.

The Mayor of *Lancaſter* for the Time being, *Francis Reynolds*, *Edward Marton*, Eſqs; *&c.* are appointed Commiſſioners and Truſtees for executing the Powers and Purpoſes of this Act, until the firſt *Wedneſday* in *May*, 1755, *&c.*

Such

Such Merchants or other Perſons as ſhall in his or their own Right for the Time being, be poſſeſſed of a Sixteenth, or other greater Part of any Veſſel of the Burden of fifty Tons or upwards, then actually belonging to the Town or Port of *Lancaſter*, are impowered to meet at the Exchange on the firſt *Wedneſday* in *May*, 1755, and ſo on every firſt *Wedneſday* in the ſaid Month in every third Year for ever, and nominate ſixteen ſubſtantial Inhabitants of the Town, to be joined with the Mayor for the Time being, to be Commiſſioners and Truſtees for building a Quay or Wharf, with all other neceſſary Works and Conveniencies upon the Premiſſes ſettled by this Act, and for letting or otherwiſe diſpoſing of the ſame for the Advantage of the ſaid Navigation; and for making Places of Security by erecting Piers or Moles at the Mouth of the River for the Preſervation of the Shipping; and for doing all Matters and Things which they ſhall think requiſite for improving the Navigation of the ſaid River *Loyne*, and for the other Purpoſes of this Act.

p. 266.

p. 267.

From and after the 30th of *April*, 1750, there ſhall be paid unto the Commiſſioners and Truſtees, or their Collectors, for the Term of twenty-one Years, for every Veſſel coming into, or going out of the River *Loyne*, between *Lancaſter-Bridge* and the *Perch* at *Cockerſand-Abbey* (Ships of War, and other Veſſels in his Majeſty's Service, and Ships driven in by Streſs of Weather, and not lading or unlading within the Port, and Ships laden with Coal or other Fuel only excepted) the ſeveral Duties of Tonnage following, *viz.*

p. 278.

N. B. The Reaſon of this advanced Number is becauſe this was put in a Schedule after the Act.

For every Ship or Veſſel coming into, or going out of the Port of *Lancaſter*, and trading to or from any Port or Place in *Europe*, within the *Streights* or *Mediterranean Sea*, or in *Africa*, *America*, or *Greenland*, 1*s.* for every Ton of the Burthen of ſuch Ship.

For every Ship or Veſſel, coming into, or going out of the ſaid Port, and trading to or from any foreign Port or Place in *Europe*, (except *Ireland*, the *Iſle of Man*, and the *Streights*, or *Mediterranean Sea*) 8*d.* for every Ton of the Burthen of ſuch Ship.

For every Ship, Veſſel, Bark, or Lighter, coming into, or going out of the ſaid Port, and trading to or from any Port or Place in *Great Britain*, ſituate South of *Holy-Head*, or North of the *Mull* of *Galloway*, 6*d.* for every Ton of the Burthen of ſuch Ship or Veſſel.

For every Ship, Veſſel, Bark, or Lighter, coming into, or going out of the ſaid Port, and trading to or from any Port or Place in *Ireland*, or the *Iſle of Man*, 4*d.* for every Ton of the Burthen of ſuch Ship or Veſſel.

For every Ship, Veſſel, Bark, or Lighter, coming into, or going out of the ſaid Port, and trading to or from any Port or Place in *Great Britain*, North of *Holy-Head*, or South of the *Mull* of *Galloway*, 2*d.* for every Ton of the Burthen of ſuch Ship or Veſſel.

And for every Ship, Veſſel, Bark, or Lighter, coming in Ballaſt into the ſaid River *Loyne*, and not lading or unlading within the ſaid Port, for every Ton one fourth Part of the Rates charged on any Ship or Veſſel of the ſame Burthen.

The Duties are to be paid at ſuch Time and Place as the Commiſſioners and Truſtees ſhall appoint; but no Veſſel is liable to pay the Duties inwards and outwards for the ſame Voyage.

All Veſſels ſubject to the Payment of the ſaid Duties are to be meaſured according to the Rules of Admeaſurement laid down in the Act of 6 *Geo.* I. intitled, *An Act for preventing Frauds and Abuſes in the public Revenues of Exciſe, Cuſtoms*, &c. and the Duties of Tonnage are to be computed accordingly.

p. 286.

After the Expiration of the Term of twenty-one Years, one Moiety of the ſaid Duties is to ceaſe; and the other Moiety is to be continued, and paid in the Manner aforeſaid, for keeping the Quay and other Works in Repair.

No Officer of the Cuſtoms of the Port of *Lancaſter*, ſhall clear any Veſſel until the Maſter produce a Certificate of the Payment of the Duties of this Act, *&c.*

p. 269.

The Commiſſioners and Truſtees are impowered to make By-Laws, *&c.* and to contract *bona fide*, for building the Quay, *&c.*

The Commiſſioners, *&c.* are impowered to borrow a Sum not exceeding 2000*l.* on the Duties, at 5 *per Cent. per Ann.* wherewith to make the new intended Quay, *&c.*

The Collectors are impowered to go on board any Veſſel to meaſure her, and demand the Duties, and for Nonpayment, *&c.* may diſtrain, and after ten Days ſell the Diſtreſs, *&c.*

All Perſons who ſhall have any Buſineſs to tranſact upon the ſaid Quay or Wharf, in the Mercantile Way, or otherwiſe, and for the Benefit of loading and unloading Veſſels on the South Weſt Side of the River *Loyne*, may paſs and repaſs freely through the Cuſtomhouſe Yard with Carriages, and otherwiſe, to and from the ſaid Quay, as need ſhall require.

p. 272.

The

The Commiſſioners, *&c.* for the Unloading any Veſſel that may come on Ground on the *Seale Ford*, or on the Shoals thereabouts, may open a Road out of the *Summer Paſture* aforeſaid, over *Lancaſter Marsh*, over which all Perſons in the Mercantile Way, may paſs and repaſs with Carriages, as Occaſion ſhall require, to and from the Quay at *Lancaſter*.

p. 273. The Commiſſioners, *&c.* may agree for the Purchaſe of the Weigh-houſe, ſtanding in the Cuſtomhouſe Yard, with the Appurtenances; and uſe the Site and Soil thereof, for the making the new Quay aforeſaid, and diſpoſe of the Materials for ſuch Purpoſes as they ſhall think requiſite.

The Commiſſioners, *&c.* may contract for the Purchaſe of any Lands, Tenements, and Hereditaments, which ſhall be adjudged neceſſary and convenient for the Purpoſes aforeſaid, *&c.* And this Act ſhall be deemed a publick Act, *&c.*

SOUTHWOULD.

p. 431. The Preamble ſets forth, that there had been for Time immemorial, a Sea Port or Harbour for Shipping at *Southwould*, in the County of *Suffolk*, which is ſituated very conveniently, not only for the Preſervation of Veſſels navigating in the *Britiſh* Seas, but alſo for the Importation and Exportation of many uſeful Commodities, and for the Benefit of Trade in general; but that the Road lying before the ſaid Port is ſo obſtructed with Sand, as to prevent loaded Veſſels (except ſuch as are of a very ſmall Burden) from paſſing into, or out of the Harbour; to the End therefore the ſaid Harbour may be opened, and made commodious for Shipping, and be of public Utility to the Trade and Commerce of this Kingdom, *It is enacted*, that from tbe 25th of *March*, 1747, for the Term of twenty-one Years, and from thence to

p. 432. the End of the then next Seſſion of Parliament, there ſhall be paid unto the Commiſſioners, and Truſtees for the Purpoſes of this Act, or to ſuch Perſon as ſeven of them ſhall appoint, under their Hands and Seals, the Rates and Duties herein after mentioned, for and towards the Opening, Cleanſing, Scouring, Widening, Depthening, Repairing, and Improving, *&c.* the ſaid Harbour, *viz.*

For every *Engliſh* Ship or Veſſel, which ſhall ſail into the ſaid Harbour, and ſhall neither load nor unload there, the Sum of 1*d.* 2*q. per* Ton, according to their light Bills.

For every Chaldron of Coals, Culm, and Cinders, exported or imported, laid on board of, or landed or diſcharged out of, any *Engliſh* Veſſel in the Port of *Southwould*, the Sum of 1*s.*

For every Laſt of Wheat, Rye, Barley, Malt, Oats, and other Grain, exported, or imported, *&c.* in any *Engliſh* Veſſel, the Sum of 1*s.*

For every Ton of Rock Salt, exported or imported, *&c.* in any *Engliſh* Veſſel, the Sum of 1*s.*

For every Hogſhead of Wine, Brandy, Rum, or other Spirituous Liquor, exported or imported, *&c.* in any *Engliſh* Veſſel, the Sum of 1*s.*

For every Ton of Chalk, imported there to be burnt into Lime, for any other Purpoſe than that of manuring the Land, the Sum of 1*d.*

For every Firkin of Butter, and for every Weigh of Cheeſe exported or imported, the Sum of 1*d.*

For every Ton of Grocery Wares, and other Goods, Wares, and Merchandizes (Fiſh, Butter, and Cheeſe, only excepted) exported or imported, *&c.* in any *Engliſh* Veſſel, the Sum of 1*s.* 6*d.*

For every Ton of Lead exported or imported, *&c.* in any *Engliſh* Veſſel, the Sum of 1*s.*

For every greater or leſs Quantity of any of the ſaid Goods or Merchandizes than what are before mentioned, proportionably to the Prices herein before ſet. p. 433.

For every foreign Veſſel which ſhall ſail into the ſaid Harbour, and ſhall not load nor unload there, and for all Goods, Wares, and Merchandizes, which ſhall be exported or imported, laid on board of, or diſcharged from out of any ſuch Veſſel in the ſaid Port, double the Duties herein before laid.

Which Sums ſhall be paid at the landing or ſhipping off the ſaid Commodities, and in Default thereof, the Collector of the ſaid Duties may go on board and diſtrain ſuch Veſſel, with her Tackle and Furniture, or the Goods, and Merchandizes, or any Part thereof, and make Sale of the ſame, and no Cuſtom-houſe Officer ſhall clear any Veſſel, till the Maſter produces a Certificate of having paid the Duties, *&c.*

The Monies collected (after deducting the Expences of obtaining this Act) ſhall be employed for the Opening, Cleanſing, Scouring, *&c.* of the ſaid Haven and Harbour, and for opening any Rivers or Creeks for letting in Streams of Water to drive the Sand or other Obſtructions out of the Harbour, and for keeping it open, clear, and in good Repair; and ſhall not be diverted to any other Uſe, except the Charge of Collecting the ſame, which ſhall not exceed 6*d.* in the Pound. p. 434.

In

In order to raiſe Money ſufficient for the ſpeedy cleanſing, &c. the ſaid Haven, and Harbour, the Majority of the Truſtees may mortgage the Profits ariſing by the Duties, for ſuch Sums as they ſhall borrow for that Purpoſe, &c.

p. 435.

The Bailiffs of the Borough of *Southwould*, for the Time being, and Sir *John Rous*, Sir *Clarles Blois*, Sir *Robert Kemp*, Baronets, &c. ſhall be Commiſſioners and Truſtees for the Execution of this Act.

This Act ſhall be deemed a public Act, &c.

BURROWSTOUNNESS.

17 *Geo.* II. p. 439. The Town of *Burrowſtounneſs*, in the County of *Linlithgow* in *Scotland*, is very well ſituated for carrying on foreign and coaſting Trade, for the Benefit of the Country thereabouts in general, and of the ſaid Town in particular, there being many Coal and Salt Works very near, but theſe Advantages cannot be obtained unleſs the Harbour (which is now in a ruinous Condition) be effectually repaired and made commodious for all ſuch Perſons as ſhall make uſe of the ſame, which will require a very conſiderable Sum of Money, and the Town hath no Revenue to anſwer the Expence thereof: *It is therefore enacted*, that after the firſt Day of *June*, 1744, for the Term of twenty-five Years, and to the End of the then next Seſſion of Parliament, there ſhall be laid a Duty of two Pennies Scots, or one ſixth Part of a Penny Sterling (over and above the Duty of Exciſe, payable to his Majeſty, &c.) upon every Scots Pint of Ale and Beer, that ſhall be brewed, brought in, tapped, or ſold within the ſaid Town of *Burrowſtounneſs* or the Liberties thereof; and that the ſaid Duty ſhall be made payable by the Brewers for Sale, or Sellers of all ſuch Ale and Beer, to *James Main*, *James Caſtles*, *William Muir*, &c. who are hereby appointed Truſtees for deepening, rebuilding, and improving the ſaid Harbour and Piers, and alſo for putting in Execution all other the Powers by this Act given; and the Money ſo to be collected, ſhall be veſted in the ſaid Truſtees and the Survivors of them; and ſhall be applied to the ſeveral Purpoſes aforeſaid, the reaſonable Charges of paſſing this preſent Act being firſt deducted.

p. 440.

The Truſtees have a Power to mortgage the Duties for raiſing of Money, &c.

ELLENFOOT.

The Preamble ſets forth, that the Harbour of *Ellenfoot*, in the County of *Cumberland*, tho' ſituated very conveniently for the Coal Trade carried on in that County, is not, in its preſent Condition, capable of receiving and harbouring Veſſels ſufficient for that Purpoſe; but in caſe a new Pier and other Works were erected, it might be made a proper and ſufficient Harbour for the Reception and Safeguard of Veſſels navigating in thoſe Seas; which would not only be a Means of extending the ſaid Coal Trade, but would contribute alſo to the Increaſe of his Majeſty's Cuſtoms, and the Improvement of Trade and Navigation in general; but as a ſufficient Sum of Money cannot be raiſed to defray the Expences thereof, without the Aid and Authority of Parliament; 22 *Geo.* II. p. 203.

p. 204.

It is enacted, that from and after the 25th of *March*, 1749, during the Term of twenty-one Years, there ſhall be paid to the Commiſſioners and Truſtees herein after named, their Collectors or Deputies, *viz.* *Humphrey Sinhouſe*, Eſq; and the Lord of the Manor of *Ellenborough* for the Time being, Sir *Charles Windham*, &c. for and towards the amending, enlarging, deepening, and cleanſing the ſaid Harbour, and erecting a Pier, and other proper Works, and maintaining and repairing the ſame, the Rates and Duties following, *viz.* By every Proprietor of Coals, his, her, or their principal Servant or Agent, employed in ſhipping any Coals on board any Veſſel in the ſaid Harbour, 2*d.* for every 192 Gallons, to be paid within ten Days after ſuch Coals are ſhipped; and alſo by every Maſter of any Ship that ſhall load or take any Coals on board there, 2*d.* for every 192 Gallons; and from and after the Expiration of the ſaid Term of twenty-one Years, 1*d.* for every 192 Gallons of Coals that ſhall be ſhipped there, to be paid by the Maſter of the Veſſel; the ſaid reſpective Sums of 2*d.* for twenty-one Years, and 1*d.* afterwards, for ſo long time as the ſaid Harbour, and other Works provided for by this Act, ſhall be kept up in good Repair, to be paid by the Maſter of the Veſſel upon reaſonable Demand, after ſhipping the ſaid Coals, and before ſuch Ship go out of the Harbour, or proceed on her Voyage.

p. 205.

From and after the 25th of *March*, 1749, during the Term of twenty-one Years, the Maſter, &c. of any Veſſel not taking on board a Loading of Coals ſhall

ſhall pay *6d. per* Ton, according to her Tonnage, for ſuch Ship on her Arrival in the ſaid Harbour, from *Great-Britain* or *Ireland*, or the *Iſle of Man*, the Tonnage to be aſcertained in the Manner deſcribed by an Act of 5 and 6 *Will.* and *Mar.* intitled, *An Act for granting to their Majeſties, ſeveral Rates and Duties upon Tonnage of Ships and Veſſels, and upon Beer, Ale, and other Liquors, for ſecuring certain Recompences and Advantages in the ſaid Act mentioned,* &c.

p. 206. Four Pence *per* Ton ſhall be paid by the Maſter for every Veſſel which during the Term aforeſaid ſhall be driven by Streſs of Weather into the Harbour of *Ellenfoot*, or ſhall come there for Security or Preſervation, and ſhall not take in a Loading of Coals; and after the Expiration of the ſaid Term of twenty-one Years, one third Part of the Duties rated upon the Tonnage of Ships, ſhall be paid in manner aforeſaid, for ſo long Time as the Harbour and other Works ſhall be kept in good Repair.

p. 207. The Monies received ſhall be applied toward amending, enlarging, deepening, and cleanſing the ſaid Harbour, and keeping the ſame, and the Pier, and other Works, continually in good Repair; and ſhall not be employed to any other Uſe, *&c.*

p. 208. If the Duties payable by the Proprietors, who ſhall ſhip any Coals aboard any Veſſels at *Ellenfoot*, ſhall not be paid within ten Days after ſhipping thereof, the Collector, by Warrant from two or more Commiſſioners, may diſtrain all ſuch Coals, *&c.* and ſell them in three Days, deducting the Duties, *&c.*

If the Collector and the Maſter of any Veſſel charged with the ſaid Duties, cannot agree about and

p. 209. adjuſt the Tonnage, the Collector may at all Times convenient and ſeaſonable enter into and admeaſure ſuch Ship, according to the Directions of the Act before referred to, which Admeaſurement ſhall be the Rule to charge the ſaid Veſſel then and at all Times afterwards; and if any Maſter taking in Coals as aforeſaid, ſhall not upon reaſonable Demand pay the Duty; and if any Maſter of a Veſſel, chargeable according to the Tonnage thereof, ſhall not upon like Demand, after the ſaid Tonnage is agreed unto or aſcertained, pay the Duty, the Collector may diſtrain any Tackle, Apparel, or Furniture, in, upon, or belonging to, ſuch Veſſel, and ſell the ſame within three Days, deducting the Duties, and Charges, *&c.*

p. 210. No Officer whatſoever of his Majeſty's Cuſtoms, ſhall clear any Veſſel until the Maſter produce a Certificate of having paid the Duties, *&c.*

The Commiſſioners, or ſeven of them, may contract with any Workmen, *&c. bona fide*, for doing all other Part of the Work, and are im-

p. 211. powered to appoint the Place for building the Pier, and enlarging the Harbour upon ſuch Ground adjoining to the River *Ellen*, on the South-weſt Side nigh *Ellenfoot*, as they ſhall think moſt convenient and neceſſary, *&c.*

For the more ſpeedy completing the ſaid Works, the Commiſſioners, or ſeven of them, are impowered to borrow at 5 *per Cent.* Intereſt, any Sum not exceeding 2000*l.* Sterling, and to aſſign over the Duties by Indenture under the Hands and Seals of nine of them, as a Security for Repayment of the Principal and Intereſt.

The Money ſo borrowed ſhall be applied by the Commiſſioners, in the firſt Place, for diſcharging ſo much of the Expences attending the obtaining and paſſing this Act, as the Money ſub-

p. 212. ſcribed and to be paid for obtaining an Act for the amending and repairing the ſaid Pier and Harbour, ſhall be deficient; and afterwards for the enlarging, erecting, and repairing, *&c.* the ſaid Pier and Harbour of *Ellenfoot*.

If the Duties of 2*d.* for every 192 Gallons of Coals, to be paid by the Proprietors, and by the Maſters of Ships, and alſo the Duties upon Tonnage, reſpectively granted for twenty-one Years, ſhall raiſe the principal Money and Intereſt provided for, and to be borrowed on the Credit of this Act, and alſo the Charges of collecting the ſaid Duties, before the End of the Term of twenty-one Years, then the ſaid ſeveral Duties ſhall ceaſe, and from thenceforth, or from the Expiration of the ſaid Term of twenty-one Years, which ſhall firſt happen, only the Duty of 1*d.* for every 192 Gallons of Coals, as aforeſaid, and one third Part of the Duties on Tonnage, ſhall continue as aforementioned, to be applied for repairing, cleanſing, and maintaining the ſaid Pier and Harbour, *&c.*

WAYMOUTH *and* MELCOMBE REGIS.

22 *Geo.* II. p. 499. The Preamble ſets forth, that the Mayor, Aldermen, Burgeſſes and Commonalty, of the Borough and Town of *Waymouth* and *Melcombe Regis*, in the County of *Dorſet*, have for Time immemorial received, and been entitled to receive, petty Cuſtoms, or Wharfage Duties, upon the Importation and Exportation of all Goods and Merchandize into, and out of, the Harbour of *Waymouth* and *Melcombe Regis*, and alſo Harbour Dues, and Ballaſt Duty; which ſeveral Duties have been

been conſtantly under the Management of the Mayor, Aldermen, &c. of the ſaid Town, as p. 500. Truſtees and Managers, and have been applied for repairing the Harbour, Quays, and Wharfs, and other public Buildings and Works, within the ſaid Borough and Town: And whereas of late Years, ſeveral Perſons have refuſed to pay the ſaid Duties, and have been induced thereto, by Means of the great Difficulties, in ſupporting by ſtrict and legal Evidence, preſcriptive Claims and Rights to Duties on each particular Species of Goods, and the preciſe Sums payable for the ſame; and altho' the ſaid Corporation, in Support of their Right, have brought ſeveral Actions, and obtained Verdicts of Damages, by which their Right in general hath been eſtabliſhed; yet by the Expences in carrying on ſuch Suits, and the many Evaſions and Refuſals of Payment, the Fund for the repairing the ſaid Harbour, Quays, and Wharfs, and other public Buildings and Works, hath been conſiderably leſſened; and the ſaid Wharfs, &c. will be entirely deſtroyed if not timely prevented: for Remedy whereof, *It is enacted*, that from and after the 24th of *June*, 1749, the reſpective Rates, Duties, and Cuſtoms, enumerated in the Schedules, hereunto annexed, ſhall be paid by all Perſons whatſoever, on the Importation and Exportation of all Goods, Wares, Merchandizes and Commodities, into, and out of, the ſaid Harbour of *Waymouth* and *Melcombe Regis*, and for all Veſſels coming into the ſaid Harbour to the Mayor, Aldermen, &c. of the ſaid Town and Borough; and no other Rates whatſoever, either under the Denomination of, or under a Claim to, a p. 501. Wheelage Duty or otherwiſe; and the ſaid Schedules are to be deemed as Part of this Act; and the ſaid Corporation are impowered to meet, from Time to Time, and to appoint under their Hands, a Collector of the Rates, a Quay Maſter, and a Treaſurer, and to remove them at Pleaſure; and alſo to appoint each of the ſaid Officers ſuch a reaſonable Salary as they ſhall think proper out of the Rates, not exceeding 2*s.* in the Pound of the Money reſpectively received by them.

p. 502. The ſaid Magiſtrates ſhall be anſwerable for the Acts and Receipts of the ſaid Officers, and ſhall take Security of each of them, &c.

p. 502. The Collectors and Treaſurers ſhall keep Books, and the ſaid Magiſtrates ſhall meet yearly, on the *Friday* next after the 24th of *June*, between Eight and Twelve in the Forenoon, in the *Guild-Hall* of the Town of *Waymouth* and *Melcombe Regis*, (or oftner if they ſhall think fit) and ſhall then ſummon the ſaid Officers, and audit their Accompts, &c.

The Duties and Cuſtoms impoſed by this Act upon Importation may be p. 503. demanded by the ſaid Magiſtrates, their Collector, &c. either of the reſpective Proprietors, or from the Keeper of any Warehouſe, wherein the Goods ſhall be depoſited, upon the firſt Landing, or to whom the ſame ſhall be delivered, or who ſhall take Charge thereof, or ſhall carry off the ſame from the Wharfs or Quays, at the Election of the Perſons authorized to receive the ſame; and alſo the Duties and Cuſtoms upon Exportation of Goods, (except for ſuch Stone only as ſhall be taken out of one Veſſel into another in the ſaid Harbour) may be demanded from the Waggoner, Carter, Carrier, or other Perſon bringing, or delivering the ſame on board, at the Option of the Receiver of the ſaid Rates; and alſo the Duties upon Veſſels, coming into the ſaid Harbour; p. 504. and for ſuch Stone, as ſhall be taken out of one Veſſel into another in the ſaid Harbour, may be demanded of the Maſters, or Perſons having Charge of ſuch Ships.

On Nonpayment of the Rates within twenty-four Hours after Demand, the ſaid Magiſtrates are impowered to ſue for, and recover the ſame by Action of Debt, Bill, Plaint, or Information, in any of the Courts of Record at *Weſtminſter*, &c.

All Maſters of Veſſels, coming into, or going out of the ſaid Harbour, ſhall, as ſoon as conveniently may be, deliver to the Collector at his Requeſt his Wharfage Bill, or a true Account of all Goods on board, and ſhall permit him to take a Copy thereof at his own Expence, under p. 505. Penalty of forfeiting 5*l.* for every ſuch Offence, &c.

The Quay Maſters, for the more commodious loading, and unloading Veſſels, or taking in, or caſting out Ballaſt, ſhall order all Maſters, and other Perſons having Charge of any Veſſels, lying in the ſaid Port, or Harbour, to ſtation, anchor, and moor the ſame, in ſuch proper Births, near unto, or adjoining the ſaid Wharfs or Quays, as they ſhall appoint; and if any Maſter of a Veſſel ſhall refuſe to comply with ſuch Orders, he ſhall forfeit 40*s.* &c.

As often as any Damage ſhall happen to be done to the Bridge, Wharfs, p. 506. or Quays, by any Veſſels breaking looſe from their Moorings, through default of the Mariners, the Mayor, &c. or any three of them, upon the ſame being notified to them upon Oath, ſhall detain ſuch Veſſel, till the Damage be aſcertained, and

and adjuſted by three indifferent Perſons upon Oath; and if it ſhall appear to them that the Damage has been done through wilful default or neglect they ſhall liquidate the Sum, payable for the ſame, and return their Adjudication ſigned by them unto the Mayor, *&c.* who ſhall thereupon ſummon the Maſter of ſuch Veſſel, and demand Payment; and upon Nonpayment thereof, within three Days after Demand, they ſhall diſtrain the Veſſel, and all her Tackle, Apparel and Furniture; and within three Days after, Payment not being then made, the Collector, or Quay-Maſter, by a written Order from the Mayor, *&c.* ſhall ſell the ſame, *&c.* p. 507.

All the Monies to be raiſed by this Act, and all Penalties and Forfeitures, ſhall be applied in cleanſing, and keeping the Harbour in order, and for keeping the Bridge, Wharfs, Quays, and other public Buildings and Works, within the ſaid Borough and Town in repair, as the ſaid Magiſtrates ſhall think requiſite.

None ſhall be exempted from keeping ſuch Wharfs or Quays in Repair, which they were obliged to, by Tenure or Uſage, *&c.* before the making of this Act.

This Act ſhall be deemed a public Act, *&c.*

The firſt Table or Schedule referred to, viz. *Of Petty Cuſtoms, or Wharfage Duties, payable by Virtue of this Act.*

p. 509. FOR every Chaldron (*Wincheſter* Meaſure) of Coals, Culm, Cinders, Grindſtones, or other Goods, paying Duties to the King by the Chaldron, which ſhall be imported into, and exported from, the ſaid Harbour of *Waymouth* and *Melcombe Regis*, 2*d.*

For every Ton of Tobacco-pipe Clay, Buſhel Iron, and Stone (except ſuch Stone, as ſhall be taken out of one Veſſel into another in the ſaid Harbour) 3*d.*

For every Ton of Salt, Plaiſter of *Paris*, Terras, Marble, Lead, caſt and bar Iron, and all other Goods, paying Duty or Freight by the Ton, 6*d.*

For every Load of Fir Timber, 3*d.*

For every Load of Walnut and Mahogany Timber and Plank, 1*s.*

For every Load of Oak Timber, or other Timber, Trenals, Hoops, or other converted Timber, 4*d.*

For every hundred of Spars and Uſirs, 4*d.*

For every hundred of Wainſcoat Boards, twelve Feet in length, and one Inch thick, and ſo in Proportion, 1*s.*

For every hundred of double Deals, 9*d.*

For every hundred of ſingle Deals, 6*d.*

For every hundred of Pipe-Staves, 2*d.*

For every hundred of Hogſhead-Staves, 1*d.* 2*q.*

For every hundred of Barrel-Staves, 1*d.*

For every Buſhel of Clover-Seed, 2*q.*

For every Quarter of Malt, Barley and Oats, 1*d.* p. 510.

For every Quarter of Wheat, Peas, Tares, Beans, and all other Grains and Seeds, 1*d.* 2*q.*

For every Load of Flour or Meal, 10*d.*

For every Load of Bran, 3*d.*

For every Hogſhead of Beer, Cyder, and Vinegar, 1*d.* 2*q.*

For every Hogſhead of Brandy, Rum, Arrack, and other Spirituous Liquors, 4*d.*

For every Hogſhead of Wine, Oil, or other Liquors, 3*d.* and ſo in Proportion for larger or ſmaller Caſks.

For every Hogſhead of Molaſſes (containing a hundred Gallons) and of Fullers Earth and Whiting, 6*d.*

For every Hogſhead of Tobacco, 8*d.*

For every Butt of Currants, and every Hogſhead of Sugar, and other dry Goods, 1*s.*

For every Tierce of Sugar, or other dry Goods, 8*d.*

For every Barrel of Pitch or Tar, 1*d.*

For every Barrel of Groceries, or other Goods, contained in Barrels of twenty Gallons, 2*d.* and for ſmaller Caſks, 1*d.*

For every Crate, Hamper, and Cheſt of Glaſs, and fine Earthen Ware, and for every Load of coarſe Earthen Ware, 4*d.*

For every Bundle, Bale, Parcel of Linen or Woollen, 2*d. per* hundred Weight, and ſo in Proportion for a greater or leſſer Quantity.

For every hundred Weight of Rice, Logwood, Allum, Shot, Cordage, Hemp and Flax, 3*q.*

For every hundred Weight of Raiſins, Prunes, and Figs, 1*d.*

For every hundred Weight of Spices, Hops, Gunpowder, Cotton, Wool, Cheeſe, Butter, Tallow, Colours, Nails, Chains, wrought Leather, wrought Iron, Braziers and Pewterers Wares, and all other Goods, paying Duty or Freight by the hundred Weight, 2*d.*

For every Cheſt of Oranges or Lemons, 1*d.*

For every hundred Feet of Paving Stones, 4*d.*

For every thouſand of Tiles, Bricks, or Clinkers, and Firkin-Staves, 3*d.* p. 511.

For every thouſand of Slates, 1*d.* 2*q.*

For every Groſs of Bottles, either Stone or Glaſs, 3*d.*

For all Goods not here enumerated, one twelfth Part of what the uſual Freight is or ſhall hereafter be, from *London* to the Port of *Waymouth.*

The ſecond Table, or Schedule, referred to, viz. *of Harbour Dues, and Ballaſt Duties, payable by Virtue of this Act, by, or from the Maſter of every Ship or Veſſel, or the Perſon having Charge of the ſame.*

FOR every *Britiſh* Ship or Veſſel, not belonging to the Inhabitants of the ſaid Borough and Town, which ſhall load or unload in the ſaid Harbour, 2*s.*

For every ſuch Ship or Veſſel, which ſhall ſail into the ſaid Harbour, and neither load nor unload there, 1*s.* 6*d.* and ſo in Proportion to Parts of Ships or Veſſels, not belonging to ſuch Inhabitants.

For every Ship or Veſſel belonging to Inhabitants of the ſaid Borough and Town, which ſhall load or unload in the ſaid Harbour, 1*s.* and ſo in Proportion to Parts of Ships or Veſſels belonging to ſuch Inhabitants.

For every foreign Ship or Veſſel which ſhall ſail into the Harbour, and neither load nor unload there, 3*s.*

For every ſuch Ship or Veſſel which ſhall load or unload there, 1*d. per* Ton, according to their light Bills.

For every Ton of Stone taken out of one Veſſel into another in the Harbour, 1*d.* 2*q.*

For every Ton of Ballaſt taken out of one Ship into another in the Harbour, 10*d.*

For every Ton of Ballaſt taken into any Ship from the Quay, or otherwiſe, in the Harbour, 1*s.*

p. 512.

For every Ton of Ballaſt, put out of any Ship on the Quay, 4*d.*

For every Ton of Ballaſt put out of one Ship into another in the Harbour, 2*d.*

For every Ton of Ballaſt taken on board any foreign Ship or Veſſel, either from the Quay, or in the Harbour, 2*s.*

For every Ton of Ballaſt put out of ſuch Ship or Veſſel, 8*d.*

RAMSGATE *and* SANDWICH.

22 *Geo.* II. p. 799. The Preamble ſets forth, that frequent Loſſes of the Lives and Properties of his Majeſty's Subjects happen in the *Downs*, for want of a Harbour between the *North* and *South Forelands*, the greateſt Part of the Ships employed in the Trade of this Nation being under a Neceſſity, at going out upon, as well as returning from, their Voyage, to paſs thro' the *Downs*, and frequently by contrary Winds being detained there a long Time, during which they (eſpecially the outward bound Ships) are expoſed to violent Storms and dangerous Gales of Wind, without having any ſufficient Harbour to lie in or retreat into, or from whence they can receive any Aſſiſtance; and as a Harbour may be made at the Town of *Ramſgate*, convenient for the Reception of Ships, of, and under 300 Tons Burthen, and from whence larger Ships in Diſtreſs in the *Downs*, may be ſupplied with Pilots, Anchors, Cables, and other Aſſiſtance and Neceſſaries; and by the ſmaller Ships taking Shelter in this Harbour, the larger Ships may take the Anchorage, which at preſent is occupied by the ſmaller, and by that Means their Anchors will be fixed in more holding Ground, and the Ships not ſo expoſed to the Ocean: For carrying therefore a Work of ſuch public Utility into Execution, *It is enacted*, That the Lord Warden of the Cinque-Ports, and his Deputy for the Time being; the Right hon. *Robert* Lord *Romney*, *Andrew Stone*, Eſq; the Hon. *James Pelham*, Eſq; *&c.* ſhall be Truſtees for the enlarging, building, and maintaining the Harbour at *Ramſgate*, by erecting Piers or ſuch other Works, and doing all other Matters, as five, or more of them, at their general Meeting, ſhall think moſt proper for putting in Execution the Powers of this Act.

p. 800.

p. 801.

The firſt Meeting of the Truſtees ſhall be on the firſt *Tueſday* in *July*, 1749, in the *Guildhall* of the City of *London*; and five or more of them ſhall meet from time to time, at ſuch Places as they ſhall judge moſt convenient for carrying on and effecting the Purpoſes of this Act.

p. 802.

Fifteen or more of the Truſtees at a public Meetting (fourteen Days Notice whereof ſhall be given in the *London Gazette)* ſhall ſettle the ſeveral Rates and Duties herein after mentioned, which ſhall commence from and after the 10th of *July* next enſuing, *viz.* any Rate or Duty not exceeding 6*d. per* Ton, to be paid by every *Britiſh* or foreign Ship, Veſſel or Crayer of 20 Tons Burthen or upwards, and not exceeding 300 Tons, for every loading or diſcharging, or Ship in Ballaſt within this Realm, from, to, or by *Ramſgate*, or coming into the Harbour there, not having a Receipt teſtifying the Payment thereof before, on that Voyage, toward the building and maintaining of *Ramſgate* Harbour; and on every Ship above 300 Tons, any Rate not exceeding 2*d.* for each Ton

Ton of the Burthen of ſuch Ship (except Ships loaden with Coals, Grindſtones, *Purbeck*, *Portland*, or other Stones) and on every Chaldron of Coals, or Ton of Grindſtones, *Purbeck*, *Portland*, or other Stones, a Rate not exceeding 3*d*. And ſuch Rates, when ſettled by the Truſtees, ſhall be publiſhed in the *London Gazette*, for the Information of all Parties, and ſhall be paid to the Cuſtomer, or Collector of the Cuſtoms, or their Deputies, or ſuch other Perſons as ſhall be appointed by the Truſtees to receive the ſame, in ſuch Port or Place, whence ſuch Veſſels or Ships ſhall ſet forth, or where they ſhall arrive before their ſailing from ſuch Port, on their outward bound Voyage, and before they unload their Goods on their homeward bound Voyage; the Tonnage to be aſcertained according to the Rules laid down in the Act 8 *Annæ*, intitled, *An Act for making a convenient Dock or Baſon at* Liverpool *for the Security of all Ships trading to or from the ſaid Port of* Liverpool.

See *Liverpoole*, p. 128.

p. 803. Foreign Ships paſſing or being detained in the *Downs*, ſhall be ſubject to the ſame Rates as Ships cleared out, or entered into, any of the *Britiſh* Ports, to be levied and recovered in the ſame Manner as the other Rates impoſed by this Act.

Where the Tonnage of any Veſſel, chargeable with the ſaid Rates, cannot otherwiſe be ſettled and adjuſted, the Collector, or ſuch Perſon as five Truſtees ſhall appoint, may enter into, and admeaſure ſuch Ship, according to the Directions of this Act; and if any Perſon ſhall obſtruct the Admeaſurement of ſuch Ship, he ſhall forfeit 10*l*. for every ſuch Offence, *&c.*

No Veſſel, outward bound, ſhall be cleared at the Office of the Cuſtoms; nor ſhall any Veſſel be allowed to enter at the ſaid Office, on a homeward bound Voyage, inward, without Information on Oath, by the Maſter or Owner, of the Burthen of ſuch Veſſel, *&c.* and after Oath made, and Payment of the Duty, and producing an Acquittance for the Receipt thereof, the Maſter or Owner ſhall be allowed from the Merchant, for every Ton of Goods loaden on board ſuch Ship on his Account, a like Sum *per* Ton, as the ſame is charged by this Act; and the Cuſtomers, or other Officers receiving the ſaid Duties, ſhall keep an Account thereof, *&c.* to which all Perſons may have free Acceſs at all ſeaſonable Times *gratis*. And ſhall once in every Month, in the Port of *London*, and once in every three Months in the Out-Ports, return and pay over the Sums received by them, *&c.*

p. 804.

p. 805.

If any Ship or Veſſel (other than as before excepted) whether *Britiſh* or foreign, above 300 Tons, ſhall, after the Commencement of this Act, take Shelter in the Harbour of *Ramſgate*, ſhe ſhall pay for every Ton a like Rate as Ships of, or under 300 Tons, and above 19 Tons are liable to; Allowance being made to the Maſter or Owner for any Rate paid before by him on that Voyage, by Virtue of this Act; and ſuch Ship ſhall ever after be liable to the ſame Rates.

No Coaſting Veſſel, or Fiſherman ſhall pay the Rates more than once in one Year.

The Collectors, *&c.* may go on board any Veſſel, and demand the Duties, and for Nonpayment may diſtrain ſuck Veſſel, Tackle, *&c.* and in ten Days after, make Sale thereof, *&c.* p. 806.

If any Maſter of any Veſſel ſhall elude the Payment of ſaid Duties, the ſame ſhall be recovered, as the Fines and Penalties are herein after directed.

Five or more Truſtees, and Perſons employed by them, may remove any Obſtructions that may be neceſſary to be taken away, for the enlarging, building, and maintaining the ſaid Harbour at *Ramſgate*, or for the better attaining the Purpoſes of this Act, making Satisfaction to the Owners of the Premiſes.

Five or more Truſtees may contract for the making or doing all or any Part of the Work or Buſineſs to be done in completing the ſaid Harbour, and for Timber, Stones, or other Materials which ſhall be uſed therein; and they may agree with the Owners and Occupiers of all ſuch Buildings, Grounds, or Eſtates, as ſhall be neceſſary for the Execution of the Purpoſes of this Act.

All Bodies politic or corporate, whether aggregate, or ſole, and all Feoffees in Truſt, Executors, Adminiſtrators, Guardians, or Truſtees whatſoever, for, or on Behalf of any Infants, Femes Covert, or Ceſtuique Truſts, and all Perſons ſeized, poſſeſſed of, or intereſted in any Lands, Tenements, or Hereditaments, which ſhall be adjudged neceſſary for the Purpoſes aforeſaid, are impowered to agree with the Truſtees, or five or more of them, at any of their public Meetings appointed for the Sale thereof, and to ſell and convey the ſame; and all Contracts and Conveyances, which ſhall be ſo made for the Purpoſes aforeſaid, ſhall be valid to all Intents and Purpoſes. p. 807.

And all Feoffees in Truſt, Executors, *&c.* are indemnified for what they ſhall do by Virtue of this Act; and if it ſhall happen that any Perſon, Body, or Bodies Politick or Corporate, ſhall decline, or refuſe to treat, or agree, about the Sale of the ſaid

Lands, and Tenements, five or more Truſtees ſhall iſſue their Warrant to the Sheriff of the County to ſummon and return a Jury of twenty-
p. 808.
four Perſons, qualified to be returned for Trials of Iſſue joyned in any of the Courts of *Weſtminſter*, to appear before them at the Time and Place appointed, and alſo to return Iſſues upon every ſuch Perſons, the Sum of 40*s.* which ſhall be duly eſtreated and levied; and for Default of a ſufficient Number of Jurymen appearing, the Sheriff, or his Deputy, ſhall return twelve indifferent Men of the Standers-by, or that can be ſpeedily procured, to make up the Jury, who ſhall view the Lands and Tenements in Queſtion, and ſhall upon their Oath (which Oaths, and alſo proper Oaths to ſuch Perſons as ſhall be examined as Witneſſes, five or more of the Truſtees ſhall adminiſter) enquire into the Value thereof, and aſſeſs ſuch Damage and Recompence of the ſame as they ſhall think fit; and the Truſtees ſhall give Judgment for the Sums to be aſſeſſed by ſuch Jury, which Verdict, and the Determination thereupon pronounced by five or more Truſtees, and the Recompence aſſeſſed (twenty Days Notice at leaſt in Writing of the Time and Place for their Meeting being firſt given to every Perſon concerned, or left at his, or her Dwelling-Houſe, or uſual Place of Abode, or with ſome Tenant or Occupier of ſome Lands or Tenements of the Party near the Harbour
p. 809.
of *Ramſgate*, in caſe ſuch Party cannot be found to be ſerved with ſuch Notice) ſhall be binding to all Intents and Purpoſes, againſt all Parties whatſoever; and the ſaid Decrees ſhall be ſet down in Writing, under the Hands and Seals of the Truſtees who ſhall make the ſame, and kept amongſt the Records of the Seſſions for the County of *Kent*, and the ſame, or Copies thereof, ſhall be admitted as Evidence in all Courts of Law or Equity; and upon Payment or Tender of ſuch Sum to the Parties, at his or their Dwelling-Houſe, or if they have none, at the Houſe of ſome Tenant or Occupier of ſome Lands of the Party, near the ſaid Harbour of *Ramſgate*, and in Caſe of their Refuſal, upon Payment of the ſaid Sum, into the Hands of ſuch Perſon as five Truſtees ſhall appoint, for the Uſe of the Parties intereſted; it ſhall then, and not before, be lawful for the Truſtees, or their Workmen, to make Uſe of the ſaid Lands as they ſhall think requiſite for the Purpoſes of this Act, and they are indemnified againſt the ſaid Owners, and Occupiers, *&c.*

p. 810.
If the Truſtees ſhall build any Works relating to the ſaid Harbour, upon any Lands or Tenements, the Property whereof is not, at, or before ſuch Time, claimed or aſcertained; and if any Perſon ſhall afterwards claim the ſame, and prove his Title thereto, then the Value thereof, before the Works were erected, ſhall be aſcertained by a Jury in Manner before directed; and upon Payment or Tender of the Money that ſhall be aſſeſſed, the Property of ſuch Perſon in the ſaid Lands, ſhall ceaſe, and the ſame be veſted in the Truſtees.

Fifteen, or more, Truſtees may borrow any Sum not exceeding 70,000*l.* for the Purpoſes aforeſaid, and aſſign over the Duties as a Security for Repayment of the ſame, with Intereſt not exceeding 5*l. per Centum per Annum*; and the ſame ſhall be applied towards the Enlarging and Completing the ſaid Harbour (the Charges of paſſing this Act to be firſt paid).

Any Perſons may advance the Whole, or any Part of the ſaid Sum p. 811.
of 70,000*l.* for the abſolute Purchaſe of Annuities, to be paid for the natural Lives of ſuch Perſons as ſhall be nominated by the Contributors at the Time of Payment of their reſpective Contribution-Monies; the ſaid Annuities not to exceed the Rate of 8*l.* 10*s. per Annum*, for every 100*l.* and to be payable at the Bank of *England*, or at ſuch other Place in *London* as Fifteen or more of the Truſtees ſhall direct, to the Purchaſers, their Executors, Adminiſtrators, or Aſſigns, at ſuch Times and in ſuch Proportions, as ſhall be agreed upon.

The Rates ſhall not be liable to the Payment of the Intereſt of any greater Sum than 50,000*l.* at any one Time, upon Annuities for Lives.

One or more Books ſhall be provided and kept by the Truſtees, in which ſhall be entered the Names and Places of Abode of the Purchaſers of any of the ſaid Annuities, and of all Perſons by whoſe Hands they ſhall pay in any Sum upon this Act, and alſo of the Perſons for whoſe Lives the Annuities ſhall be purchaſed, and the Purchaſe-Money, and Days of Payment; to which Books the reſpective Purchaſers and Perſons impowered by them ſhall have Recourſe to, at all ſeaſonable Times, *gratis*; and if any Doubt ariſe as to the Life of any p. 812.
Perſon, on which an Annuity ſhall be payable, Five or more Truſtees may depute any Perſon before each Payment to viſit ſuch Annuitant; and if ſuch Perſon ſhall be refuſed Admittance to the ſaid Annuitant at any ſeaſonable Time, the Annuity ſhall from ſuch Time ceaſe, 'till the Life of the ſaid Annuitant be proved to Five or more Truſtees at their publick Meeting, either by his or her Perſonal Appearance, or by the Oaths of two credible Witneſſes, when

when the ſaid Annuity, together with the Arrears, ſhall be paid.

The ſaid Annuities ſhall be paid out of the Monies ariſing by the Duties of this Act; and the Contributors, their Executors and Aſſigns, ſhall enjoy the Annuities, during the natural Lives of the Perſons nominated by them, and ſhall have abſolute and indefeazible Eſtates therein; and the ſame ſhall be free from all Taxes.

p. 813. The Contributors or their Aſſigns, upon Payment of the Conſideration-Money, or any Part thereof, unto Fifteen Truſtees, or to ſuch Perſon as they ſhall appoint, ſhall have Receipts for the ſame; and upon Payment of the Purchaſe-Money ſhall have an Order in Parchment for Payment of the Annuity, during the natural Life of the Perſon nominated, in which ſhall be inſerted, how much the Sum paid by ſuch Contributor, together with the other Sums paid in on Annuities before that Time, do amount to, that it may be known how nearly the ſaid Sum of 70,000*l.* is complete, and when it ſhall be completed; which Order ſhall be made by five or more Truſtees at a public Meeting, and after ſigning thereof, ſhall be good in Law.

The Annuitants, or their Aſſigns, may from time to time aſſign over the ſaid Annuities, or any Part thereof, and an Entry thereof ſhall be made, *gratis*, in a Book to be kept by ſuch Perſon as five or more of the Truſtees ſhall appoint for that Purpoſe, at the Charge of the Truſtees, in ſuch Place within *London*, as fifteen or more Truſtees ſhall appoint.

p. 814. The Rates ſhall be chargeable with the Payment of the Annuities, and upon Default of Payment thereof within forty Days after the Times they ſhall be made payable, they ſhall veſt in the Annuities until the ſame be paid, with Intereſt and the Charges occaſioned thereby; and they ſhall have the ſame Power, &c. of collecting and levying the ſaid Duties as the Truſtees were inveſted with.

The Money ariſing by Sale of the Annuities, ſhall be applied in the firſt Place, in paying off Monies borrowed at Intereſt as aforeſaid, and afterwards for diſcharging the Expences of enlarging and building the ſaid Harbour.

The Truſtees ſhall meet once in every Year, fourteen Days Notice whereof ſhall be given in the *London Gazette*; and they, or fifteen or more of them, at ſuch Meeting, ſhall examine what Annuities have determined during the preceding Year; and ſhall aſcertain the Rates neceſſary to be raiſed for the ſucceeding Year, and the ſame ſhall be levied according to the Proportions before mentioned, and ſhall be advertiſed in the *London Gazette*; but if they ſhall continue the Rates of the ſucceeding Year, or Years, according to the Proportion of the former Year, or ſhall neglect or refuſe to meet for the Purpoſes aforeſaid, then the Rates ſhall be levied according to the Proportion directed by the laſt Advertiſement in the *London Gazette* for that Purpoſe, which ſhall be the Rule to go by, until the ſaid Rates ſhall be again aſcertained and publiſhed according to the Directions of this Act. p. 815.

As ſoon as the ſaid Sum of 70,000*l.* ſhall be raiſed and paid to the Truſtees by granting Annuities, and the Intereſt of the ſeveral Annuitants ſhall ceaſe by their Deaths, the Duties granted by this Act ſhall abſolutely ceaſe and determine; and if after the Determination of the Annuities, and finiſhing the ſaid Harbour, any Surplus ſhall remain in the Hands of the Truſtees, the ſame ſhall be paid into the Chamber of *London*, and an Account thereof laid before the Parliament at their then next Sitting.

Fifteen or more of the Truſtees may appoint Collectors, a Surveyor, Treaſurer, &c. of the Duties, and appoint them Salaries, and diſplace them at pleaſure. p. 816.

They are to take Securities for ſuch Officers, and to meet once yearly to examine and audit their Accounts.

The Accounts ſo ſtated and ſigned by the Truſtees, ſhall be laid within three Months after, before the Mayor and Court of Aldermen in *London*, and ſuch four as the Court ſhall appoint (not being Truſtees) may ſummon and examine upon Oath, every Perſon they ſhall think fit, and finding any one guilty of Embezzlement or Miſapplication of any of the ſaid Money, they ſhall impoſe on him any Fine not exceeding double the Sum imbezzled. p. 817.

The ſaid Fines ſhall be levied by Diſtreſs, &c. and in Default of ſuch Diſtreſs, the Offender ſhall be committed to the common Gaol of the County, where he ſhall live, until Payment, &c.

If the Truſtees ſhall erect a Baſon in the ſaid Harbour, every Veſſel before ſhe goes into the Gates ſhall take down her Sails, ſo that ſhe may not go ſailing in, upon Pain of forfeiting 10*l.*

If the Baſon ſhall be ſo filled with Shipping, as not to admit with ſafety more Veſſels, five or more Truſtees, or ſuch Perſon as they ſhall appoint, may remove into the Harbour ſuch Ship or Veſſel, as he or they ſhall p. 819.

ſhall think proper; the Maſter within twenty-four Hours after Notice in Writing given to him, or left on board his Ship for that Purpoſe, neglecting to remove the ſame within a convenient Time, thoſe Veſſels to be firſt removed out of the Baſon, as ſhall be laid up or moored, or are not upon an outward or homeward bound Voyage; next ſuch as are not upon an outward or homeward bound Voyage, but which may with the leaſt Danger be removed, and lie in the ſaid Harbour, that Ships coming in, and leſs capable of taking the Ground, may have the Benefit of the Baſon; and the ſaid Maſter ſhall pay the Charges of removing ſuch Veſſel, to be levied and applied as the Fines and Penalties are directed by this Act.

p. 820. If any Maſter, or other Perſon, ſhall obſtruct the Removal of ſuch Ship, he ſhall forfeit 100*l.* And if any Perſon employed by the Truſtees, ſhall wilfully abuſe his Authority of removing ſuch Ships, and ſhall be adjudged ſo to have done, by five or more of the Truſtees, &c. they ſhall impoſe any Fine on him, not exceeding 100*l.* &c.

If any Truſtee ſhall die, or refuſe to act, nine or more of the remaining Truſtees may appoint others, &c.

The Property of all the Piers, Docks, Wharfs, and other Works; and alſo of the Ground whereon ſuch Works ſhall be erected, as well as all ſuch Right and Property, as now appertaineth to the ſaid Pier or Harbour of *Ramſgate*, ſhall be veſted in the Truſtees, and they, or five, or more of them, may bring Actions, and prefer Bills of In-

p. 821. dictment againſt any Perſons who ſhall ſteal, break down, or ſpoil any of the Works or Materials, or do any thing whereby Damage may accrue to the Works or Harbour; and they may let out for the beſt Rent that can be had, ſuch Wharfs, Docks, or Lands, as are veſted in them, for any Term not exceeding ſixty Years, the Rent to be applied towards enlarging and completing the ſaid Harbour; and upon the Expiration of the ſaid Truſts, and Determination of the Leaſes, the Property of the ſaid Piers, Docks, Wharfs, and other Works, and alſo of the ſaid Lands, Tenements, or Hereditaments, ſhall be veſted in, and diſpoſed of, by Authority of Parliament.

The Truſtees in the letting ſuch Wharfs, Docks, or other Works, ſhall expreſsly mention what Sums, ſhall be taken by the reſpective Tenants, of the Maſter of any Veſſel which ſhall occupy the ſame; and if the Tenant ſhall demand, or take more than the Sum ſtipulated, he ſhall for every ſuch Offence, forfeit treble the Sum demanded, more than he ſhall be allowed to take, by ſuch Agreement, &c.

All the Receipts, Payments, Debts, Credits and Contracts, made with, and by the Artificers and Workmen employed, and alſo an Account of all Monies received and borrowed, and all other Proceedings of the Truſtees, ſhall be entered in one or more Books, &c. p. 822.

No Truſtee ſhall have any Office, or Place of Profit ariſing by any of the ſaid Duties, and the Truſtees ſhall at all their Meetings defray their own Expences, and ſhall give ſuch public Notice of their Meetings, as ſhall be agreed upon by five or more of them.

From and after the firſt *Tueſday* in *July*, 1749, all Duties on Shipping, which may heretofore have been demanded at the Port of *Ramſgate*, under any Pretence whatſoever, ſhall abſolutely ceaſe; and no Demand ſhall be made of any Duty, other than what is made payable by this Act.

This Act ſhall not extend to charge with any of the ſaid Rates and Duties, p. 823.
any Ship or Veſſel which ſhall be bound to or from the Town of *Sandwich*, in the County of *Kent*, the Maſter producing a Certificate verified upon Oath, under the Hand and Seal of the Mayor of *Sandwich*, atteſting that the Inhabitants of the ſaid Town, own the Whole or major Part of ſuch Veſſel; and all ſuch Veſſels may paſs in and out of the Harbour without paying Duty.

Out of the Money ariſing by the Rates, the Treaſurer or Receiver ſhall pay 200*l.* *per Annum*, during the Continuance of this Act, into the Hands of the Mayor and Jurats of *Sandwich*, or to ſuch Perſons as they ſhall authorize to receive the ſame, by four equal Quarterly Payments, *viz.* upon *September* 29, *December* 25, *March* 25, and *June* 24; the firſt Payment to be made upon the 29th of *September*, 1749, the ſaid Money to be applied, in the firſt Place, in diſcharging the Expences incurred by the Corporation of *Sandwich*, on Ac- p. 824.
count of applying for, or making this Act, or in any Manner relating thereto; and afterwards in cleanſing, depthening, and preſerving the ſaid Haven, or in erecting and maintaining a Pier, or ſuch other Works for that Purpoſe, as the Mayor and Jurats ſhall by Writing under their Hands and Seals direct; and if the ſaid Sum ſhall not be paid within fourteen Days after it ſhall become due, the Mayor and Jurats may recover the ſame againſt the ſaid Treaſurer or Receiver, together with the Damages

mages ſuſtained by the Nonpayment, and full Coſts of Suit by Action of Debt, Bill, *&c.*

The Receipt of the ſaid Mayor and Jurats, or of ſuch Perſon as they ſhall appoint to receive the ſaid Sum, ſhall diſcharge the ſaid Treaſurer or Receiver for the Payment thereof.

The ſaid Mayor and Jurats ſhall cauſe a Book or Books to be kept, of the Dates and Sums of Money received and diſburſed, and of all p. 825. their Proceedings, in Execution of the Truſt hereby repoſed in them; to which Books all Perſons intereſted ſhall have free Acceſs, *gratis*, &c.

From and after the ſaid 24th of *June*, 1749, no more than two Veſſels ſhall lie abreaſt in the ſaid Haven longer than one Tide, unleſs upon ſome unavoidable Occaſion, of which the p. 827. Mayor ſhall judge, and ſhall take ſuch Order therein as he ſhall think reaſonable; and if the Maſter of any Veſſel ſhall not obey ſuch Order of the Mayor for removing his Ship, he ſhall forfeit any Sum not exceeding 40*s.* *&c.*

If it ſhall appear to the Truſtees, or fifteen of them, that it will be for the Benefit of the Trade and Navigation of this Kingdom, to erect any Works at the Haven of *Sandwich*, more than the annual Sum of 200*l.* will be ſufficient for, they may at any Meeting to be held for that Purpoſe (fourteen Days Notice thereof being given in the *London Gazette*) order any Sum not exceeding 10,000*l.* out of the Duties aforeſaid, to be applied to that Purpoſe.

All Veſſels belonging to the Towns of *Dover*, *Weymouth*, and *Melcombe Regis*, *Lyme Regis*, and *Great Yarmouth*, ſhall be exempted from Payment of the Duties aforeſaid, the Maſters or Owners producing a Certificate, verified upon Oath before p. 829. the reſpective Mayors of the ſaid Places, that the ſaid Veſſels belong thereto, and that the Inhabitants are Owners of the greateſt Part of ſuch Ships.

This Act ſhall be deemed a public Act, *&c.*

BEVERLEY BECK *and* HULL.

18 *Geo.* II. p. 411. By 13 *Geo.* I. ſeveral ſmall Tolls and Duties were laid on diverſe Goods and Merchandiſes, which after *May* 1, 1727, ſhould be laded or unladed on or from any Ship, Boat, or other Veſſel, in any Part of the ſaid Beck, or at any public Staiths, or p. 412. other Places along the ſaid Beck, or River *Hull*, and payable to the Mayor, Aldermen, and capital Burgeſſes of *Beverley* and their Succeſſors, or to the Perſon by them appointed, to be applied for the Purpoſes in the Act mentioned; and ſince paſſing the ſaid Act a conſiderable Sum hath been borrowed on the Tolls thereby granted; which though applied with the Income of the Tolls and Duties according to the Directions of the Act, is inſufficient to anſwer the Intention; and the Beck is now in great Danger of being choaked, by the Sludge and Soil brought by Tides, and Earth falling in from the Banks, which muſt be repaired and ſupported by Piles and other Works; and as the *Cleanſing*, *Deepening*, and *Preſerving* the ſaid Creek, and amending and maintaining the Banks, Staiths, Roads and Ways, will require more Money than can be raiſed by the preſent Duties, which are in many Reſpects unequal, and not duly proportioned to the Values of Goods; therefore, for better enabling the Mayor, *&c.* of *Beverley*, to perform the Things beforementioned, *It is enacted*, that after *May* 1, 1745, there ſhall be paid for the Purpoſes aforeſaid, by every Maſter or other Perſon, having Management of any Ship or other Veſſel, paſſing up or down the p. 413. ſaid Beck, or River *Hull*, to lade or unlade Goods, at any Part of the Beck, or public Staiths, or at *Gravel*, or *Beck-End*, or between *Figgam Clow*, and *Swinmore Clow*, on the River *Hull*, or at any Places along the ſaid Beck, or River, within the Liberties of *Beverley*, before unlading, or having laded, before they go out of the Liberties aforeſaid (over and above the Tolls, payable by the former Act) theſe additional Duties, *viz.*

For every Chaldron of Coals, *Wincheſter* Meaſure, 2*d.*

For every Quarter of Oats, Barley, or Malt, 1*q.*

For every Quarter of Wheat, Rye, Meſsledine, Beans, Peas, Rapeſeed, Hempſeed, Linſeed, or any other Kind of Seed or Grain, 1*q.*

For every hundred Weight of Flour, 3*q.*

For every Hogſhead of Salt, 4*d.*

For every Ton of Salt in Bulk, 2*d.*

For every three Hogſheads of Sugar, Tobacco, Molaſſes, or of other Goods packed in Hogſheads, 8*d.*

For every four Hogſheads of Wine or Rum, 1*s.* 8*d.*

For every Hogſhead of Brandy, or other Spirits, 4*d.*

For every eight Barrels of Soap, Raſins, Oil, Pitch, Tar, or packed with other dry Goods, 4*d.*

For every Butt of Currants, 8*d.*

For every two Pipes of *Smyrna* Raiſins, 8*d.*

For

For every 16 Bags of Nails, 4*d.*
For every Ton of Iron or Lead, 8*d.*
For every 32 Firkins of Butter, 4*d.*
For every 20 Hundred of Cheeſe, 7*d.*
For every Ton of Timber or Stone, 2*d.*
p. 414. For every two Bags of Hops, 8*d.*
For every Quarter of Oatmeal, ½*d.*
For every Hundred of Pipeſtaves, 1*d.* ½*d.*
For every Dozen of Cinders or Charcoal, ½*d.*
For every 20 Sheep Skins, 1*q.*
For every Quarter of Bark, 1*q.*
For every Pack of Wool or other Goods, 1*d.*
For every 12 Dozen of Bottles, 1*d.*
For every four Buſhels of Roots, or Fruit, ½*d.*
For every Ton of Hemp, Line, or Flax, 7*d.*
For every Quarter of Fern Aſhes, 2*d.*
For every ſmall Runlet of Liquor, not exceeding 10 Gallons, 1*d.*

For every ſmall Caſk or Parcel, not exceeding 112 Pounds, 1*q.* and ſo in Proportion for a greater or leſs Quantity or Weight of any the above mentioned Goods, &c.

And for every Ton of any other Sort of Goods or Ladings not mentioned, according to the Cuſtom of Water Tonnage, 12*d.* and ſo in Proportion for any greater or leſs Quantity (except Cobbles or Pebbles, for repairing Cauſeways in the Town or Liberties.)

Which Tolls and Sums ſhall be paid to the Mayor, Aldermen, and Capital Burgeſſes of *Beverley* and their Succeſſors, or to a Perſon by them appointed to receive them, and (after deducting the neceſſary Charges of obtaining this Act) be applied, with the Duties granted by the former Act, to pay the Debt, and cleanſe, and preſerve the Beck, and repair and keep up the Banks, Staiths, and Roads, and to no other Uſe.

The Powers, Proviſoes, Penalties, &c. in the former Act contained, relating to the Tolls thereby granted (and not hereby repealed or
p. 415. altered) ſhall be in Force from *May* 1, 1745, and extend to the additional Tolls hereby granted, and to every Perſon whom the ſame or this preſent Act may concern.

In Caſe any Perſon having Management of any Ship or Veſſel, paſſing up or down the River *Hull*, or the Beck, lading or unlading, and who by the former Act is obliged to give in a true Account in Writing of the Quantity of Goods, or Number of Tons, with which he is laded, ſhall give in a falſe Account thereof, being convicted on Oath before the Mayor, or any two Juſtices for the ſaid Town, ſhall forfeit 20*s.* &c. and ſhall alſo pay the Duties by the ſaid Acts made payable for all ſuch Goods as remain in ſuch Veſſel, which he ſhall not have given an Account of, or paid Duty for; but ſuch Perſon ſhall not be ſubject to the Forfeiture of 20*s.* unleſs his Lading exceed three Tons more than he p. 416. ſhall have given an Account of, or paid Duty for.

The Receiver or Collector appointed by the Mayor, &c. of *Beverley*, may enter into any Ship or Veſſel, which ſhall paſs up or down the ſaid Beck or River *Hull*, within the Liberties aforeſaid, and ſearch, and take an Account of the Lading thereof (and for Diſcovery of any Goods, &c. chargeable with theſe Duties, and the Quantities thereof) may open, bore, gauge, weigh, and meaſure any thing laded in ſuch Veſſel, and taſte Liquor, meaſure Coals, and weigh or meaſure other Goods (finding proper Weights, Meaſures, and Inſtruments for the Purpoſes aforeſaid, and making Satisfaction for any Loſs or Damage done to Goods thereby.) And for the like Diſcovery, to meaſure and mark the Portage or Tonnage of any Veſſel, uſually paſſing within the ſaid Liberties; and if any Maſter of ſuch Veſſel, or other Perſon, ſhall hinder ſuch Collector or other Perſon appointed to enter ſuch Veſſel, or to ſearch, or take an Account of the Lading thereof, or of the Sorts or Quantities of Goods, by any Means p. 417. aforeſaid, or to meaſure or mark the Portage, &c. the Maſter or Perſon ſo offending ſhall forfeit 20*s.* &c.

Nothing in this Act ſhall take away or leſſen Duties which before making this and the former Act, were payable to the Mayor, &c. of *Beverley*, at the River *Hull*, or *Beverley* Beck, or otherwiſe; but the ſame ſhall continue to be paid on all Sorts of Goods and Merchandizes as before.

The Remainder of this Act is concerning the Roads, and cleanſing the Streets, which having no Relation to the Subject I am treating of, are omitted, &c.

KIRKCALDY.

The Town of *Kirkcaldy* is ſaid to be well ſituated for carrying on a foreign Trade, having Coal and Salt Works near adjoin- 15 *Geo.* II. ing, and that an improved Trade would p. 119. be very beneficial both for the Town and Country; but theſe Advantages cannot be had unleſs the Harbour (which is very ruinous) be repaired and made commodious, which will require a larger Sum than the Revenue of the Town will anſwer, *It is therefore en-* p. 120. *acted*, that after *June* 1, 1742, for the Term of twenty-five Years, and to the End of the then

then next Seſſion of Parliament, a Duty ſhall be paid of two Pennies *Scots*, or one ſixth Part of a Penny Sterling (beſides the Duty paid to his Majeſty) on every *Scots* Pint of Beer or Ale, either brewed, brought in, tapped, or ſold in the Town or Liberties of *Kirkcaldy*; the Duty to be paid by the Brewers for Sale, or the Sellers of the ſaid Liquors, to the Magiſtrates and Town Council, or ſuch Receivers as they ſhall appoint.

The Provoſt, Bailiffs, and Council, are appointed Truſtees to repair and keep in Repair the ſaid Harbour, and other publick Works, as they ſhall think proper, and to collect, receive, and diſpoſe of the Money ariſing by the Duty, appoint proper Officers, to gauge the Brewers Veſſels, and Worts, which the Brewers ſhall permit in the ſame Manner as the Officers of Exciſe are permitted. p. 121.

The Truſtees are impowered to make Orders and give Directions for gauging, collecting, and diſpoſing of the Money ariſing by the Duty as they ſhall think moſt proper for the Purpoſes hereby granted; and to appoint Collectors, who ſhall diſpoſe of the collected Money as the Majority of Truſtees ſhall direct, for repairing and maintaining the Harbour and other public Works.

Proper Books ſhall be kept by Order of the Truſtees, wherein the Particulars of all Diſburſements ſhall be entered; and once every Year (the firſt being thirty Days after the ſaid firſt Day of *June*, 1742, and ſo ſucceſſively every Year) the Accounts ſhall be fairly drawn out and ſtated by the Collectors, and delivered to the Majority of the Truſtees on Oath; which Oath any one of the Truſtees has Power to adminiſter. p. 122.

And for the more ſpeedily effecting the Purpoſes of this Act, the Majority of Truſtees, by an Act of the Town Council, may borrow Money, and aſſign over the Duty as a Security to the Lenders, at common Intereſt.

Perſons not paying the Duty when demanded, may be ſummoned before any of the Magiſtrates; and if they do not then appear or pay the Duty, any one of the Magiſtrates may make an Order for the Payment, and if they refuſe to pay three Days after Notice of ſuch Order, the Collectors may have a Warrant to diſtrain; and if Payment be not made ten Days after the Diſtreſs, they may ſell the ſame, and deduct for reaſonable Charges (not exceeding a fifth Part of the Sum diſtrained for) rendering the Overplus to the Owner, if any be, and demanded. p. 123.

Any Ale or Beer, brought in, or ſold in the ſaid Town and Privileges, having not paid the Duty, ſhall be forfeited, with the Caſk, for the Uſe of the Town.

If any Diſpute ariſe between the Sellers and Collectors, the Differences ſhall be decided by the Vouchers, taken by the Exciſe Officers; and the Exciſe Officers are required to give authentick Copies of the ſaid Vouchers once in ſix Weeks to ſome of the Truſtees, or their Collectors, for that Purpoſe.

If any conceal or embezzle any Wort, Ale, or Beer, to avoid paying the Duty, the Parties convicted before any two of the Magiſtrates ſhall forfeit the Value of what ſhall be concealed, and ten Pounds *Scots* for the Court Charges, for which Diſtreſs may be made. p. 124.

The Majority of Truſtees, with Conſent of the Overſeers after named, may farm out the Duty for the beſt Price they can get, and apply the Money as this Act directs.

The Right Hon. *John* Earl of *Rothes*, the Right Hon. *James* Earl of *Moreton*, the Right Hon. *James* Earl of *Murray*, *&c.* or any three, are appointed Overſeers of the Duty, and Receipts, and Diſburſements thereof, and ſhall meet on the firſt *Wedneſday* in *Auguſt*, 1743, at *Kirkcaldy*, and ſo ſucceſſively on the firſt *Wedneſday* in *Auguſt* yearly, and adjourn as they ſhall think proper to examine the Diſburſements, and the Application thereof: And if the major Part of the ſaid Overſeers preſent ſhall find any Miſapplication of the Money, or other Abuſe of the Powers granted by this Act, they may adjudge the Offenders, or Embezzlers, to pay the Value of what is embezzled with full Coſts and Damages; which Sentence ſhall be final; and if any of the Overſeers ſhall die, remove, or refuſe to act, any three of the remaining Overſeers may chuſe others in their Places. p. 125.

No Diſtreſs taken by Authority of this Act, ſhall any Ways affect the King's Duty of Exciſe; nor ſhall any Perſons be charged for any Quantity of Wort, if it ſhall appear that the Duty hereby made payable, has been once paid.

This Act ſhall be deemed a publick Act, and ſhall be judicially taken Notice of, *&c.* p. 126.

ANSTRUTHER EASTER.

In the Preamble it is ſaid, that a great Trade has been carried on in the Town of *Anſtruther Eaſter*, in the County of *Fife* in *Scotland*, particularly of Fiſhery, 22 *Geo.* II. p. 299.

and

and that a Cuſtom-houſe has been erected there for many Years on account of the Commerce of the ſaid Town, and that the Harbour thereof is very ſafe and convenient for Ships, and eſteemed the moſt commodious in that Part of the Country; and it having been judged neceſſary, for the Improvement and Preſervation of the ſaid Harbour, as alſo for facilitating the Sailing of Ships in and out with more Safety, that a croſs Pier ſhould be erected, which was accordingly begun, and ſome Progreſs made therein; but as the completing the ſame will require a larger Sum than the Revenue of the Town will anſwer, *It is therefore enacted*, that after *Auguſt* 1, 1749, for the Term of twenty-five Years, and to the End of the then next Seſſion of Parliament, a Duty of two Pennies *Scots*, or one ſixth Part of a Penny Sterling, (beſides the Duty payable to his Majeſty) ſhould be laid on every *Scots* Pint of Ale or Beer, either brewed, brought in, tapped or ſold in the Town or Liberties of *Anſtruther Eaſter*; the Duty to be paid by the Brewers for Sale, or the Sellers of the ſaid Liquors, to the Magiſtrates and Town Council, or ſuch Collectors or Receivers as they ſhall appoint: And the ſaid Magiſtrates and Town Council, and their Succeſſors in Office for the Time being, are appointed Truſtees, to clean, deepen, rebuild, repair, and improve the ſaid Harbour and Piers, and for executing all other Powers given by this Act; and the Money raiſed by the ſaid Duty ſhall be veſted in the Truſtees, and be applied to the ſeveral Purpoſes aforeſaid, the Charges expended in paſſing this Act being firſt deducted.

p. 300.

p. 301. The Truſtees are to appoint proper Officers to gauge the Brewers Veſſels and Worts, which the Brewers ſhall permit in the ſame Manner as the Officers of Exciſe are permitted.

The Truſtees are impowered to make Orders, and give Directions for gauging the Veſſels, and collecting and diſpoſing of the Money ariſing by the Duty, as they ſhall think moſt proper for the Purpoſes hereby granted; and ſhall be paid to the Collectors appointed, who ſhall diſpoſe of the collected Money as the Majority of Truſtees ſhall direct, for the Purpoſes aforeſaid, and to no other Uſe.

p. 302. Proper Books ſhall be kept by Order of the Truſtees, wherein an Account of all Receipts and Diſburſements ſhall be entered; and alſo for what Uſe the Payments were made, and once every Year (*viz.* within thirty Days after the ſaid firſt Day of *Auguſt*, 1749, and ſo ſucceſſively every Year) the Accounts ſhall be fairly drawn out, and ſtated by the Collectors, and delivered to the Majority of Truſtees on Oath; which Oath any one of the Truſtees is to adminiſter.

And for the more ſpeedily effecting the Purpoſes of this Act, the Majority of Truſtees by an Act of the Town Council, may borrow Money, and aſſign over the Duty as a Security to the Lenders, at legal, or leſs Intereſt, the Charges thereof to be paid out of the Duty; and the Money ſo borrowed ſhall be applied in the firſt Place to pay off the Charges of obtaining this Act, and then for the Purpoſes aforeſaid.

Perſons not paying the Duty when demanded, may be ſummoned before any of the Magiſtrates; and if they do not then appear, or pay the Duty, any one of the Magiſtrates may make an Order for the Payment; and if they refuſe to pay, three Days after Notice of ſuch Order, the Collectors, by Warrant, may diſtrain, *&c.* p. 303.

Any Ale or Beer brought in, or ſold in the ſaid Town and Privileges, having not firſt paid the Duty, ſhall be forfeited, with the Caſk, for the Uſe of the Harbour.

If any Diſpute ariſe, between the Sellers and Collectors, touching the Quantity of Wort or Beer chargeable, the Differences ſhall be decided by the Vouchers taken by the Exciſe Officers, *&c.* p. 304.

If after *Auguſt* 1, 1749, any Perſon ſhall conceal or embezzle any Wort, Ale, or Beer, to avoid paying the Duty, the Offender ſhall forfeit the Value of what is concealed, and ten Pounds *Scots*, for which Diſtreſs may be made.

The Majority of the Truſtees, with Conſent of the Overſeers after named, may farm out the Duty by way of publick Roup, for the beſt Price they can get, and apply the Money as this Act directs.

Sir *John Anſtruther*, of *Anſtruther*, Baronet, *John Anſtruther* the younger, of *Anſtruther*, Eſq; Sir *Philip Anſtruther*, of *Balkaskie*, Baronet, *&c.* or any three, are appointed Overſeers of the Duty, *&c.* and ſhall meet on the firſt *Wedneſday* in *Auguſt*, 1750, at *Anſtruther Eaſter*, and ſo ſucceſſively on the firſt *Wedneſday* in *Auguſt* yearly (and adjourn as they ſhall think proper) to examine the Receipts and Diſburſements, and the Application thereof; and if the major Part of the ſaid Overſeers preſent, ſhall find any Miſapplication of the Money, or other Abuſe of the Powers granted by this Act, they may examine the Party, and Witneſſes, and make p. 305.

make ſuch an Order upon Conviction as they ſhall judge reaſonable, and adjudge the Offenders topay the Value of what is imbezzled, with Coſts, *&c.*

No Diſtreſs taken by Authority of this Act ſhall any Ways affect the King's Duty of Exciſe.

This Act ſhall be deemed a public Act, and ſhall be judicially taken Notice of as ſuch by all Perſons whatſoever.

KINGHORN.

22 *Geo.* II. p. 351. In the Preamble it is ſaid, That the Harbour of the Town of *Kinghorn*, in the County of *Fife*, has not only been of great Advantage to the ſaid Town, but to the Whole of that Part of the united Kingdom of *Great-Britain*, and thoſe Advantages cannot be continued and eſtabliſhed, unleſs the Harbour (which has been for ſome Years laſt paſt, and now is, in a ruinous Condition) be effectually repaired, and made commodious for Shipping, and all ſuch Perſons as ſhall
p. 352. make Uſe thereof; and as the whole Revenue of the Town, applicable towards the repairing the ſaid Harbour, is not near ſufficient to keep the ſame in good Repair, *It is therefore enacted*, that after *June* 1, 1749, a Duty of two Pennies *Scots*, or one ſixth Part of a Penny Sterling (beſides the Duty of Exciſe payable to his Majeſty) ſhould be laid on every *Scots* Pint of Ale and Beer, either brewed, brought in, tapped, or ſold in the Town or Liberties of *Kinghorn*, *&c.*

The Provoſt, Bailiffs, and Council, of the Town of *Kinghorn*, &c. are appointed Truſtees for the rebuilding, or amending, and keeping the ſaid Harbour in repair; and for collecting and diſpoſing of the Money ariſing by the ſaid Duty, and the Majority of them are impowered to appoint Officers to gauge the Brewers Veſſels, Worts, Ale, and Beer, which the Brewers ſhall permit to be done in the ſame manner as the Officers of Exciſe are permitted.

p. 353. The Truſtees, or Majority of them, are impowered to make Orders, and give Directions for gauging the Veſſels, and collecting and diſpoſing of the Money ariſing by the Duty, as they ſhall think moſt proper for the Purpoſes hereby granted; and the ſame ſhall be paid to the Collectors appointed, who ſhall diſpoſe of the collected Money, as the Majority of the Truſtees ſhall direct, towards the rebuilding or repairing the Harbour, and for preſerving the ſame, and other public Works of the Town, (the Charges of paſſing this Act being firſt deducted) and to no other Uſe.

Proper Books ſhall be kept by Order of the Truſtees, wherein an Account of all Receipts and Diſburſements ſhall be entered, *&c.* and once every Year, (*viz.* within thirty Days after the ſaid 1ſt Day of *June*, 1749, and ſo ſucceſſively every Year) the Accounts ſhall be fairly drawn out and ſtated, *&c.* p. 354.

And for the more ſpeedily effecting the Purpoſes of this Act, the Majority of Truſtees, by an Act of the Town Council, may borrow Money, and aſſign over the Duty, as a Security to the Lenders, at legal, or leſs Intereſt, the Charges thereof to be paid out of the Duty; and the Money ſo borrowed, ſhall be applied as the Duty ariſing by this Act, for the Purpoſes aforeſaid.

Perſons not paying the Duty when demanded, may be ſummoned before any of the Magiſtrates, who may diſtrain for it, and ſell the Diſtreſs, *&c.* p. 355

Any Ale or Beer brought in, or ſold in the ſaid Town, *&c.* having not firſt paid the Duty, ſhall be forfeited, *&c.*

If any Diſpute ariſe between the Collectors and Sellers, *&c.* it ſhall be decided by the Vouchers, taken by the Exciſe Officers, *&c.* p. 356.

If after the 1ſt of *June*, 1749, any Perſon ſhall conceal or imbezzle any Wort, *&c.* the Offender upon Conviction ſhall forfeit the Value, and ten Pounds *Scots*, &c.

The Majority of Truſtees, may farm out the Duty by way of public Roup, for the beſt Price they can get, and apply the Money as this Act directs.

John Saint Clair of *Saint Clair*, the Honourable Lieutenant General *James Saint Clair* of *Innertiel*, *Robert Ferguſon* of *Reath*, &c. Eſqrs. or any three, are appointed Overſeers of the Duty, *&c.* and ſhall meet on the firſt *Wedneſday* in *Auguſt*, 1750, at *Kinghorn*, and ſo ſucceſſively on the firſt *Wedneſday* in *Auguſt* yearly, to examine the Receipts, *&c.* p. 357.

No Diſtreſs taken by Authority of this Act, ſhall any ways affect the King's Duty of Exciſe, *&c.* p. 358.

This Act ſhall take Place, and be in Force from and after the 1ſt of *June*, 1749, for thirty-one Years, and from thence to the End of the then next Seſſion of Parliament.

This Act ſhall be deemed a public Act, *&c.*

N. B. *As this laſt Act is in many Particulars verbatim the ſame with the two preceding ones, I have abbreviated it wherever the Senſe of it would admit,*

mit, not to trouble my Reader with unneceſſary Repetitions, eſpecially where there are too many unavoidable ones already.

COLCHESTER *to* WIVENHOE.

23 *Geo.* II. p. 379. By an Act of 9 and 10 *Will.* and *Mary*, intitled, *An Act for cleanſing, and making navigable, the Channel from the* Hithe *at* Colcheſter *to* Wivenhoe, ſeveral Duties were granted on Goods and Merchandizes, which ſhould be brought in, and to the ſaid Channel, and landed or ſhipped from *Wivenhoe*, or the *New Hithe* in *Colcheſter*, or between either of the ſaid Places, for the Term of twenty-one Years, for the Uſes and Purpoſes mentioned in the ſaid Act; and ſeveral Powers were veſted in the Mayor, Aldermen, Aſſiſtants, and Common Council of *Colcheſter*
p. 380. only, for appointing Collectors, *&c.* to receive the Duties; which Act, and all the Powers and Authorities thereby given, and one Moiety of the Duties (except upon Corn and Grain) were by an Act of 5 *Geo.* I. continued until the 1ſt of *May*, 1740; and further Power was thereby given to the Mayor and Commonalty only, for recovering the ſaid Duties; and by one other Act of 13 *Geo.* II. intitled, *An Act for enlarging the Term granted by an Act paſſed the* 9 *and* 10 *Will.* III. for cleanſing and making navigable the Channel from the *Hithe* at *Colcheſter*, to *Wivenhoe*, and *for making the ſaid Act, and another Act of* 5 *Geo.* I. for enlarging the Term, *&c. more effectual*; it is enacted, that the ſaid two former Acts, together with the additional Powers, granted by the Act of 13 *Geo.* II. ſhould be in Force from the 1ſt of *May*, 1740, for ever; and that the Duty on Sea Coal ſhould, after the ſaid 1ſt of *May*, be 3*d. per* Chaldron, and no more, payable for the Term of forty Years; and by the ſaid Act it was declared, that no other Duty (except the Arrears due under the former Acts) ſhould be raiſed upon any other Goods or Merchandizes whatſoever; and the ſaid Mayor and Commonalty of *Colcheſter* only, were by the laſt mentioned Act veſted with further Powers for ſuing for the Du-
p. 381. ties, and the Arrears under the former Acts: And as a very large Lock, which has been erected ſeveral Years ſince in the Channel, has been found of great Uſe and Service to the Navigation, and is now in a decaying Condition, and much out of Repair, and the Channel in ſome Parts is much choaked up, ſo that the Navigation is greatly obſtructed, which has been occaſioned principally by there being great Arrears of the Duties, granted by the recited Acts, for many Years due, and ſtill unpaid; and alſo a large Sum of Money remaining in the Hands of the Repreſentatives of the late Receiver General of the Duties, which ought to have been recovered and applied for repairing the ſaid Lock, and cleanſing the Channel; but as the Power of the Mayor and Commonalty of *Colcheſter* had ceaſed for many Years laſt paſt, (in whoſe Names only the ſaid Duties were to be recovered, and Diſcharges given) the ſaid Duties and Arrears cannot now be recovered and collected, for want of Power to give Diſcharges for the ſame; and there being no other Fund to raiſe Money for the Purpoſes aforeſaid, the ſame cannot now be done without further Proviſion be made for it, by Authority of Parliament; *it is therefore enacted*, that the ſeveral Parcels of Land ſevered, and lying between the preſent Channel, and the Place where the old Channel was, and alſo the preſent Channel, Lock, and Lockhouſe; and all the Powers, Matters, and Things, which by the three former Acts before-mentioned, were veſted in the Mayor, Aldermen, *&c.* of *Colcheſter*, or the Commiſſioners named for any of the Purpoſes therein mentioned, (and not hereby altered or varied) ſhall from the 1ſt of *May*, 1750, be in Force, and be veſted in the Juſtices of the Peace of the Eaſt Diviſion of the County of
Eſſex, for the Time being, the Honourable *Richard Savage Naſſau*, *Charles* p. 382.
Gray, &c. (who are hereby conſtituted Commiſſioners for putting the ſaid ſeveral former Acts, and this Act, in Execution) and the Survivors of them, *&c.* for the Term of thirty Years, and to the End of the then next Seſſion of Parliament, *&c.*

From and after the 1ſt of *May*, 1750, an additional Duty of 3*d.* a Chaldron ſhall be paid on Sea Coal, over and above the Duty of 3*d.* payable thereon, by Virtue of the Act of 13 *Geo.* II. for the Space of thirty Years, and no other Duty
(except the Arrears due under the former Acts) ſhall be raiſed on any Goods p. 383.
or Merchandizes whatſoever, and the Commiſſioners are impowered to levy and recover the Duty of the ſaid Act 13 *Geo.* II. and the additional Duty hereby granted; together with the Money remaining in the Hands of the Repreſentatives of the late Receiver General of the Duties; and alſo all Sums of Money due from any Perſons on Account of the ſaid Duties, or Penalties, Forfeitures, *&c.*

The Commiſſioners, after paying the Expence of this Act, may diſpoſe p. 384.
of the Monies, towards the ſeveral Uſes and Purpoſes mentioned by the former Act, in ſuch Manner as they ſhall think proper.

The

The Commiſſioners, at any of their Meetings may borrow Money, at a legal or leſs Intereſt, on the Credit of the Duties, and aſſign over the ſame (the Charges thereof to be paid out of the Duties) for any Term during the Continuance of the laſt mentioned, and this Act, as a Security for Re-payment thereof; and the ſaid Money (after Payment of ſuch of the Expences of obtaining this Act, as the Sums before directed to be applied for that Purpoſe ſhall be deficient) is to be applied for the ſeveral Uſes and Purpoſes mentioned in the preſent and former Acts.

Six Days Notice, excluſive of the Days of Notice and Meeting, under the Hand of the Clerk to the Commiſſioners, is to be fixed upon the Outſide of the Door of the *Moothall*, or on the Market-Place of the Town of *Colcheſter*, of the Meeting of the Commiſſioners to borrow Money on Credit of the Duties.

p. 385. All Mortgages and Aſſignments for Repayment of the Monies ſo to be borrowed, are to be entered at length in a Book, to be kept for that Purpoſe, by the Clerk to the Commiſſioners, which may be peruſed at ſeaſonable Times, by any Perſons whomſoever, on Payment of 1*s.* only.

The Commiſſioners at any of their Meetings, may place out at Intereſt, in the Names of three or more of them, any Sums which ſhall not be immediately neceſſary to be applied for the Purpoſes before-mentioned, upon any real, or Parliamentary Securities, or public Funds, and may call in and apply the ſame, and the Intereſt ariſing thereby, from Time to Time, in the Support and Maintenance of the ſaid Lock, and cleanſing the Channel, and other Purpoſes aforeſaid.

The Commiſſioners at any of their Meetings, are impowered to chuſe and appoint one or more Collectors or Receivers of the Duties granted by the ſaid Act of 13 *Geo.* II. and by this Act, who are to give Security to three or more Commiſſioners, for the Monies that ſhall be received by them, and for the faithful Execution of their Office; and they may alſo appoint a Clerk, and ſuch other Officers and Servants, as ſhall be needful to be employed about the Premiſſes; and may remove them, and elect others in their Place in Caſe of Death, or ſuch Removal; and may allow them reaſonable Salaries out of the Monies to be raiſed. p. 386.

Thirteen Commiſſioners at the leaſt, two of which are to be Juſtices of the Peace of the Eaſt Diviſion of the County of *Eſſex*, are to be preſent at all Meetings, for the Purpoſes of putting this, or the former Acts in Execution; and three Days Notice of every ſuch Meeting, excluſive of the Day of Meeting, under the Hand of the Clerk, is to be fixed upon the Outſide of the Door of the *Moothall*, or on the Market Place of the Town of *Colcheſter*.

Perſons accepting of any Place of Profit, or other Truſt relative to the ſaid Duties, or farming any Kay within the Limits of this Act, are made incapable of acting as Commiſſioners.

The Preſcriptive, or other Rights of the Borough of *Colcheſter*, are to continue and remain the ſame, as if this Act had not been made, in all Things not interfering with the Directions and due Execution thereof.

All Suits or Actions, to be brought for any thing done under any of the former Acts, ſhall be commenced within ſix Months after the Commencement of this Act; and if any Action or Suit ſhall be brought for any Thing that ſhall be done in Purſuance of any of the ſaid former Acts, or this preſent Act, ſhall be commenced in ſix Months after the Fact committed, and ſhall be brought in the County of *Eſſex*; and the Defendants may plead the General Iſſue, that the ſame was done by the Authority of the former Acts, or this Act; and if it ſo appear, or if the Suit be brought in any other County, the Jury ſhall find for the Defendants; or if the Plaintiffs become Nonſuit, or diſcontinue their Action, or a Verdict paſs againſt them, or on Demurrer Judgment is given againſt them, the Defendants ſhall have treble Coſts, on the Certificate of the Judge before whom the Cauſe was tried, and ſhall have the ſame Remedy as Defendants have for Coſts in other Caſes by Law. p. 589.

This Act ſhall be deemed a public Act, and ſhall be judicially taken Notice of as ſuch by all Judges, &c. without ſpecially pleading the ſame.

W H I T E H A V E N.

Whereas the Town of *Whitehaven* in the County of *Cumberland*, is of late Years greatly improved in Trade and Shipping, and is yet capable of farther Improvements therein, to the great Advancement of her Majeſty's Revenue, the Increaſe of Shipping and Navigation, and the Benefit of the ſaid Inhabitants, and of the adjacent Country, if the Harbour of the ſaid Town can be preſerved, and was enlarged and regulated in a proper Manner: And whereas the Application of the accuſtomed Duties, beſides ſeveral very conſiderable Sums, are found inſufficient to defray the growing Charges of maintaining the ſaid Harbour, and of making ſuch new Works as are ſtill neceſſary for ſecuring it: To the End therefore that ſuch Courſe may be for 7 *Annæ.*

ever

ever eſtabliſhed as ſhall be effectual for the Purpoſes aforeſaid,

S. 1. *It is enacted*, That all that Precinct included within the Limits and Bounds herein after expreſſed, *viz.* beginning at the Wharf, on the North-weſt End of *Marlborough* Street, and from thence in a Line North-eaſt and by North till the Middle of *Lowther* Street, open upon it, and from thence in a ſtreight Line parallel to the *Range* of the ſame Street, directly to the Low-Water Mark, from thence, by the Low-Water Mark to the Rock whereon the new Mole is begun to be erected, and ſo along the ſaid Rocks, by the Low-Water Mark, till it anſwer the Line of the ſaid Mole, from thence along that Line till it come up to the ſaid Mole, and ſo along the ſame Mole, till it join upon the old Pier at the Platform, and from thence including the ſaid Platform, along the new Wharf, till it meet with the Wharf of the Weſt Strand, near the Houſe of *Mary Addiſon*, Widow, from thence along the ſaid Wharf by the Cuſtomhouſe Kay, in a ſtreight Line to the Weſt Side of the Timber-Yard, and ſo along the Wall of the ſaid Yard, to the North-weſt Corner thereof, and from thence by the North-weſt Wall of the ſame Yard to the Wharf where it began, as the ſame has lately been ſet out and bounded, is, and ſhall be from henceforth for ever, the Harbour of *Whitehaven* aforeſaid, and appropriated to the lying, anchoring, and mooring of all ſuch Ships, Veſſels, and Boats, as ſhall have Occaſion at any Time or Times hereafter to make Uſe of the ſame, and to no other Purpoſe whatſoever.

S. 2. No Houſes, Encloſures, or Buildings whatſoever, ſhall at any Time hereafter be made nearer the ſaid Harbour, than is hereafter limited, *viz.* On the Weſt Strand nearer than the preſent Houſes, &c. there, on the new Wharf between Mrs. *Addiſon's* Houſe, and the North-eaſt Corner of *Henry Walker's* Ground-plot, nearer than the Range of the ſaid Houſe and Ground, and from thence to the Iron Oar Steaths, nearer than forty-eight Yards at *Henry Walker's*, drawn to forty Yards, at the ſaid Steaths; from thence to the North-eaſt Corner of the ſaid Steaths, nearer than the Eaſt Range of the ſame, and from thence to the Anchor-Smiths, nearer than eighteen Yards, and from thence to the Platform, nearer than the Range of *Hewſon's* Smithy, and from the Platform along the new Mole, to the Elbow of the ſaid Mole, nearer than twelve Yards, and from thence to the Low-water Mark, nearer than a Line ſtretching to the North-weſt, and along the Counter Mole intended to be made on the North-eaſt Side of the ſaid Harbour, nearer than the Range of the North-eaſt Side of *Lowther* Street, nor from thence to the Timber-Yard, nearer than fifteen Yards; but that all the Spaces aforeſaid ſhall be left free and open for the erecting of Poſts for the Mooring of Ships and Veſſels, and for other Uſes of common Wharfs or Kays for the Conveniency of the Shipping in Repairs or otherwiſe; and that nothing ſhall be taken or demanded, for, or upon, the Account of Wharfage, for the Uſe of any of the ſaid Wharfs or Kays, nor for Cranage thereon, unleſs *James Lowther*, Eſq; or his Heirs, &c. and eleven or more of the Truſtees herein after appointed, ſhall agree to erect or make any Crane or Cranes, or other Engine, on the ſaid Wharfs, or any of them, which they are hereby impowered to do, as they ſhall think convenient, for the better loading, or unloading of any Goods, in which Caſe a reaſonable Cranage or Recompence ſhall be paid for the Uſes of the ſaid Harbour, by ſuch Merchant or others, as ſhall be willing to make uſe of the ſame, and not otherwiſe.

S. 3. Provided, that the ſaid *James Lowther*, his Heirs, &c. Lords of the Manor of *St. Bees*, in the ſaid County of *Cumberland*, ſhall and may from time to time continue the Watch-houſe, and the Blockmaker's Shop, and the Store Room at the End of the Pier, and repair and rebuild the ſame, and receive the Rents and Profits thereof to his and their own Uſe.

S. 4. A ſufficient Way, open and free for Carts, and other Carriages, ſhall be left along each of the ſaid Wharfs, and along the ſaid Pier, and through the Wharf between *Henry Walker's* Ground Plot and the Iron Oar Steaths, from the Ground of the ſaid *James Lowther* behind the ſame Wharf, not leſs than three Yards, next adjoining upon the ſaid Steaths; any thing in this Act contained to the contrary notwithſtanding.

S. 5. And as it is found neceſſary to complete and finiſh the new Mole aforeſaid, and to make a Counter-Mole and Head on the North-eaſt Side of the ſaid Harbour, to ſtrengthen and repair the Pier with a new Bulwark and other Works, and to cleanſe and deepen the ſaid Harbour; be it *farther enacted*, that in lieu of the aforeſaid accuſtomed Duties of Anchorage, which have been heretofore uſually paid (all which Duties are hereby wholly and for ever taken away and diſcharged) there ſhall be paid from and after the 25th of *March*, 1709, for the Term of fourteen Years then next enſuing, the ſeveral Rates and Duties herein after mentioned, *viz.* One Halfpenny for every Ton, computing 192 Gallons, *Winchester* Meaſure,

ſure, to the Ton, for all Coals that ſhall be delivered or put on board any Ship or Veſſel in the ſaid Harbour for Exportation; which Duty on Coals ſhall be paid by the Maſter or other Perſon who ſhall have the Rule or Command of ſuch Ship or Veſſel, after the ſaid Coals are ſo ſhipped, and before ſuch Ship or Veſſel go out of the ſaid Harbour, and ſhall be diſcounted with the Owner or Proprietor of the ſaid Coals out of the Price of the ſame: and the ſaid Maſter, *&c.* is hereby impowered to diſcount and detain the ſaid Duty accordingly.

S. 6. There ſhall be paid for all Goods and Merchandize, which ſhall be imported and landed or diſcharged out of any Ship or Veſſel in the ſaid Harbour, from and after the ſaid 25th of *March*, for, and during all the Term aforeſaid, the ſeveral Rates and Duties following, *viz.* For every Hogſhead of Tobacco, 3*d.* for every Hogſhead of Sugar, 6*d.* for every Ton of Wine, Brandy, or other exciſeable Liquors, 2*s.* for every Ton of Hemp or Flax, 1*s.* 6*d.* for every Hundred of Deals, 8*d.* for every Laſt of Pitch or Tar, 8*d.* for every Ton of Iron, 12*d.* for every Ton of Raft or other Timber, 4*d.* for every Barrel of Herrings, 1*d.* for every Pack of Linen, containing two Hundred Weight, computing 112 Pounds to the Hundred Weight, 1*s.* and proportionably for every greater or leſs Quantity of the ſaid Goods and Merchandiſes reſpectively, and for all other Goods and Merchandiſes ſo imported, 2*d.* in every 20*s.* of the Value, as they ſhall be rated and charged at the Cuſtomhouſe; all which Sums of Money and Duties upon Importation ſhall be paid by the Merchant or other Perſon into whoſe Cuſtody or Poſſeſſion, or by whoſe Order the ſaid Goods and Merchandiſe ſhall be delivered.

S. 7. From and after the ſaid 25th of *March*, for, and during the Term aforeſaid, every Maſter, *&c.* commanding any Ship or Veſſel, ſhall pay for every ſuch Ship or Veſſel upon her Arrival at the ſaid Port and Harbour from any other Port or Place in the Kingdoms of *Great-Britain* or *Ireland*, the Sum of 2*d. per* Ton, and from any Port or Place of her laſt Diſcharge in *Europe*, other than the Kingdoms of *Great-Britain* or *Ireland*, the Sum of 4*d. per* Ton; and from any Port or Place of her laſt Diſcharge in *Aſia*, *Africa*, or *America*, the Sum of 8*d. per* Ton, according to the Tonnage of each Ship or Veſſel ſo arriving there, the ſaid Tonnage to be admeaſured as is deſcribed in an *Act* the 5th and 6th of *Will.* and *Mar.* intituled, *An Act for granting to their Majeſties ſeveral Rates and Duties upon Tonnage of Ships*, &c.

Provided, that for every Ship or Veſſel, which, during the Term aforeſaid, ſhall by Streſs of Weather be drove into the ſaid Harbour of *Whitehaven*, or ſhall otherwiſe come into the ſame for Security or Preſervation (the ſaid Port or Harbour not being the Port of their Diſcharge or Lading) there ſhall be paid one fourth Part of the aforeſaid Duties of Tonnage upon Shipping according to the Ports or Places from whence they ſhall arrive, as aforeſaid, reſpectively, and no more. S. 8.

From and after the Expiration of the aforeſaid Term of fourteen Years, one third Part of the Rates and Duties herein before charged upon the Tonnage of Ships and Veſſels, and no more, ſhall for ever continue and be paid in manner aforeſaid, for the perpetual Repairing, Cleanſing, and Maintaining of the ſaid Harbour of *Whitehaven*. S. 9.

And for the better Collecting and Diſpoſing of the ſeveral Sums of Money, Rates, and Duties, hereby made payable, as well after the Expiration of the ſaid Term, as during the Continuance of it, and for the Making and Ordering of the Works herein before enumerated, and for the perpetual good Order and Regulation of the Harbour aforeſaid; *be it enacted*, that the ſaid *James Lowther*, his Heirs and Aſſigns, Lords of the Manor of *St. Bees*, aforeſaid, for the Time being, or, in his or their Abſence, any Perſons deputed by them under their Hands and Seals, and ſix other Perſons to be likewiſe nominated, appointed, and changed from time to time, by the ſaid *James Lowther*, his Heirs and Aſſigns aforeſaid, under their Hands and Seals, and *William Feryes*, *Clement Nicholſon*, *Thomas Lutwidge*, *Robert Blacklock*, *Eliſha Gale*, &c. Merchants, until the firſt *Friday* in the Month of *Auguſt*, 1716; and if during that Term any of them happen to die or reſign, then ſuch Perſon and Perſons as the greater Part of the Survivors of them ſhall nominate and elect, during the Reſidue of the ſaid Term, and from thenceforth fourteen Perſons to be choſen, nominated, and appointed every three Years by Ballot, by the Majority of the Inhabitants of the ſaid Town of *Whitehaven*, at the Time of ſuch Election, dealing by Way of Merchandiſe in the Goods ſubjected to the Payments and Duties aforeſaid, or any of them; or being Maſter, or having any Part or Share, not leſs than one Sixteenth, of any Ship or Veſſel then actually belonging to the Port of *Whitehaven*; the firſt Election to be made on the ſaid firſt *Friday* in *Auguſt*, 1716, aforeſaid, at the Courthouſe in the Town of S. 10.

of *Whitehaven*; and ſo from time to time, on every firſt *Friday* of every Month of *Auguſt*, in every third Year after the ſaid firſt Election ſucceſſively for ever, *ſhall be*, and are hereby conſtituted and appointed Truſtees, for the ordering and directing the Collection, Receipt, and Diſpoſal of the Sums of Money and Duties, which from time to time, by Virtue of this Act, ſhall become due and payable, and for ordering and directing the Building, and making the Works in this Act before enumerated, and for deepening, cleanſing, and regulating the ſaid Harbour of *Whitehaven*, in ſuch Manner as in this Act is provided.

S. 11. And to the End the ſaid Duties and Payments may be duly collected, levied, and paid, according to the true Intent and Meaning of this Act, *it is further enacted*, that it ſhall be lawful for eleven or more of the ſaid Truſtees, to chuſe and appoint ſuch Collectors and Receivers of the Duties and Monies payable by this Act, and to diſplace them, and appoint others as they ſhall think fit.

S. 12. Provided, that the ſaid Truſtees take for ſuch Collectors, *&c.* good and ſufficient Security for the faithful Diſcharge of their reſpective Duties, *&c.*

S. 13. The ſaid Collectors and Receivers ſhall receive for their Pains in executing their Offices, ſuch Sums as the Truſtees ſhall think fit, not exceeding, for all together, 12*d.* in the Pound: and the Truſtees are hereby impowered to meet on the firſt *Friday* in the Month of *June*, in every Year (or oftner if they think fit) at the Courthouſe in *Whitehaven*, to audit the ſaid Collectors, *&c.* Accounts, which, with all their Proceedings relative to the Truſts, ſhall be fairly entered into Books provided for that Purpoſe.

S. 14. All the Sums of Money and Duties collected by Virtue of this Act, ſhall be applied and diſpoſed for the Uſes of the ſaid Harbour, and in ſuch Manner as is in this Act directed, and for no other Uſe, Intent, or Purpoſe whatſoever, *viz.* Eleven or more of the ſaid Truſtees ſhall, and may from time to time, direct and order the Making of the aforeſaid Works, and the Deepening and Cleanſing of the ſaid Harbour, in ſuch Manner as they ſhall think moſt neceſſary and conducive to the Ends and Purpoſes aforeſaid, according to the true Intent and Meaning of this Act; and ſhall likewiſe order and direct the Fixing and Erecting of Poſts for Mooring, on the ſaid Pier and Wharfs as they ſhall think expedient, and the perpetual Repairing of the ſaid Pier, Moles, Wharfs, and mooring Poſts, and the Cleanſing and Maintaining of the ſaid Harbour; and ſhall order the Removal of all Annoyances to the ſaid Harbour and Wharfs, and may contract with Workmen; but firſt repay the Charges of paſſing this Act, *&c.*

Provided always, that no other Walls, Encloſures, or Breaſt-works, but what are directed in this Act, be made within the Limits of the ſaid Harbour upon any Pretence whatſoever, without the Conſent and Approbation of the ſaid *James Lowther*, his Heirs, *&c.* and of ſeventeen, or more, of the reſt of the ſaid Truſtees, for the Time being. S. 15.

And be it further enacted, that no Ship ſhall unload any Ballaſt in the ſaid Harbour in the Night Time, nor throw any thing into it, either of Stone, Rubbiſh, *&c.* There ſhall not be kept any Fire, nor any lighted Candle (except in a Lanthorn, or in Caſe of Neceſſity) on board any Ship or Veſſel lying in the ſaid Harbour, under different Penalties, *&c.* That if any Ship or Veſſel ſhall, through Miſmanagement or Careleſſneſs, run foul, or bilge upon the Pier, Moles, or new Wharf belonging to the ſaid Harbour, whereby the ſame ſhall be any ways damnified, the Maſter or Ruler of ſuch Ship or Veſſel ſhall with all convenient Speed, upon Notice, repair the Damage ſo ſuſtained, at the Charge of ſuch Ship or Veſſel, under the Penalty of double the Value thereof, for every ſuch Neglect. That for the natural Securities of the ſaid Harbour, no Perſon ſhall quarry, take or carry away any Stones, either below the High-Water Mark, or from the *Baurgh*, &c. S. 16.

Provided nevertheleſs, that the ſaid *James Lowther*, &c. and any ſeventeen, or more, of the reſt of the Truſtees, may from Time to Time, as they ſhall ſee Occaſion to explain or alter, all or any, the aforeſaid Orders, in this Act particularly provided, or the Penalties of the ſame; and alſo to ſubſtitute or make any farther, or other Orders and By-Laws, for the better Government and Regulation of the ſaid Harbour, and the Wharfs aforeſaid, and under ſuch Penalties, not exceeding 6*s.* 8*d.* for any one Offence, as they ſhall judge requiſite for that Purpoſe; and that they may alſo, by the like Concurrence, make any other Work or Works, in, or about the ſaid Harbour, as well for the better Preſerving, Securing, Cleanſing, and Deepening the ſame, as alſo for the more convenient Docking, Repairing, and Cleanſing of Ships or Boats, or for any other Uſes, S. 17.

Uſes, Improvement, or Accommodation of the ſaid Harbour, or of the Shipping therein, as they ſhall find neceſſary or expedient; any thing in this Act contained to the contrary hereof notwithſtanding.

S. 18. And for the more effectual preventing the throwing of Aſhes, *&c.* into the Harbour, fifteen, or more, of the Truſtees, with the Conſent of the ſaid *James Lowther*, may appoint and agree with a Scavenger, within the ſaid Town, for carrying away the Dirt, *&c.*

S. 19. All Penalties for any Offence committed within the Precincts of the ſaid Harbour, after deducting the Charges of Proſecution, and Allowance to Informers, as the Truſtees ſhall think fit, ſhall be applied to the Uſes of the ſaid Harbour, which Penalties may be recovered by Diſtreſs and Sale, *&c.*

S. 20. In caſe the Collectors and Maſters of Ships cannot agree about the Tonnage, it ſhall be lawful for the ſaid Collectors, at all convenient and ſeaſonable Times, to enter into ſuch Ships, and to admeaſure the ſame, according to the Directions of the Act of Parliament herein before referred unto, which Admeaſurement ſhall be the Rule to charge ſuch Ships, then, and at all Times afterwards; and in caſe any Maſter, *&c.* do not upon reaſonable Demand, pay the aforeſaid Duty upon Coals, chargeable upon him by this Act, and to be diſcounted upon the Coal Owner as aforeſaid; and likewiſe in caſe any ſuch Maſter do not, upon like reaſonable Demand, after the Tonnage of ſaid Ship is agreed unto, pay the ſaid Duty upon Tonnage, it ſhall be lawful for the Collectors to take any Tackle, *&c.* belonging unto ſuch Ship or Veſſel, by Way of Diſtreſs, and to ſell the ſame in caſe Payment is delayed for three Days, *&c.*

S. 21. And in caſe the Sums appointed by this Act to be paid for any Goods or Merchandize imported, ſhall not be paid by the Merchant, or Owner thereof, upon reaſonable Demand made, the Collectors may diſtrain all, or any Part thereof, or any other Goods belonging to the ſaid Merchants or Owners which ſhall then, or afterwards, come to, or be found in, the Precincts of the ſaid Harbour, and in caſe of Non-payment in three Days, may ſell the ſame, *&c.*

S. 22. The Officers of the Cuſtoms at the Port of *Whitehaven*, ſhall permit the Collectors of the Duties hereby given, without Fee to reſort unto, inſpect, and take Copies of any Entries which ſhall be made there, of any Goods or Merchandize, chargeable by this Act; and the ſaid Officers of the Cuſtoms ſhall not diſcharge any Ship outwards, or inwards, until the Duties hereby granted, for Tonnage on Ships and Coals ſhall be paid, to be proved by the Maſter's producing a Certificate thereof under the Collector's Hand, *&c.*

And the better to cleanſe and deepen the ſaid Harbour, it ſhall be lawful for eleven or more of the Truſtees, to order the Digging and Removing any Stones, *&c.* within the Precinct of the ſaid Harbour, *&c.* and likewiſe they ſhall have free Liberty to dig, quarry, and take all ſuch Stones within the ſaid Harbour, as may be uſeful for walling or otherwiſe, and to uſe the ſame in the Works of the ſaid Harbour, and to ſell ſuch Part of them, as there ſhall be no Occaſion for, and apply the Money ariſing by ſuch Sales to the Uſes of the ſaid Harbour only; and if there be not Stones ſufficient for the ſaid Work, to be got within the Precincts of the ſaid Harbour, they ſhall have liberty to quarry, and take ſo much more, as, together with the Stones ariſing within the Harbour, ſhall be neceſſary for the Uſes and Purpoſes of it, in any Place or Places upon the Sea Shore, within the Manor of *St. Bees*, beyond the aforeſaid Line, drawn from the Weſtern Points of *Tombeard-Rocks* to the *Baurgh*. S. 23.

Eleven or more of the Truſtees ſhall by Writing under their Hands, appoint a Pier-Maſter, to continue during their Pleaſure, who ſhall have Power to order the regular Lying, Anchoring, and Mooring of Ships and Veſſels in the ſaid Harbour, and to determine any Difference that may happen in relation thereto, and to cauſe a due Execution and Obſervance of the Rules in this Act, appointed, *&c.* and the Truſtees are hereby impowered to allow ſuch Perſon a Salary, not exceeding 20*l.* *per Annum*, &c. S. 24.

And for the better Security of Ships, which may have Occaſion to put into the ſaid Harbour in bad Weather, all that Part of *Whitehaven-Bay*, lying on the North Eaſt of the ſaid intended Counter-Mole, ſhall be always left with a free and open Beach to the full Sea, and no Walls, Wharfs, or Breaſt-Works, ſhall at any Time be made there, upon any Pretence whatſoever, in any ſuch Depth of Water, as may endanger any Ship or Veſſel to ſtrike or run upon the ſame, without the Conſent and Approbation of ſeventeen of the Truſtees for the Time being. S. 25.

S. 26. Provided nevertheleſs, that as the Land ſhall happen to gain on the Sea, on the North-Eaſt Side, of the ſaid Counter-Mole; it ſhall be lawful, for ſuch Perſons, as ſhall be Owners of ſuch Lands, to advance any Buildings, or other Works, at their Will or Pleaſure, ſo as not to endanger the Striking of any Ship, or Veſſel thereon; any Thing herein contained to the contrary thereof notwithſtanding.

S. 27. And as the temporary Duties, granted by this Act, cannot of a long Time raiſe ſuch a Sum of Money, as may be ſufficient for the aforeſaid extraordinary Works which are to be done at the ſaid Harbour; *It is therefore further enacted*, that eleven or more of the ſaid Truſtees are hereby impowered by Deed, or Deeds indented under their Hands and Seals, to convey and aſſure all the ſaid Duties hereby granted, or any Part of them, for all, or any Part of the ſaid Term of fourteen Years, as they ſhall judge requiſite, to any Perſon or Perſons, who ſhall be willing to lend, or advance, any Sum or Sums of Money thereupon, at Intereſt, not exceeding the Rate of Six Pounds *per Centum per Annum*, which Money ſo lent, or advanced, ſhall be employed for, and towards the Uſes of the ſaid Harbour, according to the true Intent and Meaning of this Act, *&c.*

S. 28. If any Action, Suit, *&c.* ſhall be commenced, *&c.* againſt any Perſon, for any Thing that he ſhall do in Purſuance of this Act, *&c.* he may plead the general Iſſue, *&c.* And this Act ſhall be taken, and allowed, in all Courts, as a public Act, *&c.*

Continued by 10 Annæ *for* 14 Years.

13 *Geo.* II. The Preamble recites the Acts 7 and 10 *Annæ*, and ſhews their Deficiency; and then this Act continues the ſaid two recited Acts for twenty-one Years, to commence after the 10th Day of *April*, 1740, except ſo far as either of them are by this Act enlarged, altered, or otherwiſe explained.

p. 311. p. 312. p. 313. p. 314.

It is further *enacted*, that the Truſtees appointed by the former, or this preſent Act, have Power to mortgage all or any Part of the Duties (ſubject to the forementioned Debt of 938*l.* 17*s.* 7¼*d.*) to any Perſons who ſhall advance Money thereon, to effect the neceſſary Purpoſes of this Act, and ſecure the Repayment of the Sums ſo advanced, with Intereſt for the ſame.

p. 315. The Money directed to be borrowed by this Act, ſhall be applied in the firſt Place to diſcharge the ſaid Sum of 938*l.* 17*s.* 7¼*d.* borrowed by Authority of former Acts, with the Intereſt, and afterwards for making ſuch new Works, as may be neceſſary for improving the ſaid Harbour, and keeping the ſame in good Repair.

After the ſaid Sums are paid off, and the Harbour judged by the Juſtices of the Quarter-Seſſions, to be in good Repair, the Temporary Duties ſhall ceaſe, and a Moiety only of the Duties on Tonnage of Veſſels, granted by the former Acts, ſhall continue, to keep the Harbour in repair for ever.

This Act ſhall be deemed a public Act, *&c.*

The Reſt of the preceding Act is only relative to mending the Roads, and ſetting up Turnpikes in the Neighbourhood of Whitehaven, *and conſequently having no Affinity with the Maritime Affairs we are now treating of, its Inſertion here would be ſuperfluous and unneceſſary.*

GREENOCK.

24 *Geo.* II. p. 943. The Town of *Greenock*, in the County of *Renfrew*, being advantageouſly ſituated on the River *Clyde*, for carrying on both foreign and coaſting Trade, the Superior, with the Inhabitants thereof about the Year 1705, began to raiſe Money by a voluntary Subſcription, for building a Harbour there, and ſome Progreſs hath been made therein, which if completed would be of great Advantage to the Town, and to the Trade and Navigation of thoſe Parts; but the Produce of the Subſcription has been found inſufficient to anſwer that Purpoſe, and to defray the Expence of Cleanſing the Harbour, and of performing other Works, which are abſolutely neceſſary to render the ſame uſeful and commodious: And as the Building of a new Church, Townhouſe, *&c.* are neceſſary and much wanted, but the Inhabitants are not able to raiſe Money to anſwer the Expence thereof, nor to complete the Harbour, and keep all the ſaid Works in Repair, without the Aid of Parliament; *It is enacted*, that from and after *June* 1, 1751, for the Term of thirty-one Years, and to the End of the then next Seſſion of Parliament, a Duty of two Pennies *Scots*, or one ſixth Part of a Penny Sterling (over and above the Duty of Exciſe payable to his Majeſty) ſhall be laid upon every *Scots* Pint of Ale, or Beer, brewed, brought in, tapped, or ſold, within the Town of *Greenock*, and Baronies of *Eaſter* and *Weſter-Greenock*, and *Finnart*, or the Liberties thereof; to be paid by the Brewers for Sale, or Venders thereof, to *John Alexander*, Writer, and preſent p. 944.

ſent Bailiff, *Robert Donald*, *Robert Rae*, &c. Merchants, who are appointed Truſtees for cleanſing and repairing the ſaid Harbour and Piers, and for building a new Church, *&c.* and for putting in Execution all other the Powers of this p. 945. Act; and the Money ſo to be raiſed ſhall be veſted in them, and be applied to the ſeveral Uſes and Purpoſes aforeſaid; the Charges of obtaining this Act being firſt deducted.

The Remainder of this Act is the ſame as the preceding ones of *Kirkcaldy*, *Anſtruther-Eaſter*, and *Kingborn*, ſo excuſe to inſert it; and before I ſhut up this Article of Ports and Havens, I ſhall remark, that every Act concerning them, makes any Ballaſt, Stone, Rubbiſh, or any thing elſe hurtful, thrown into them, *Penal*, in Conformity with the general Act of 19 *Geo.* II. before recited at *Page* 109 of this Work.

LIGHT-HOUSES.

A Light-House is a Marine Term for a Tower, commonly advantageouſly ſituated on an Eminence near the Sea Coaſt, or at the Entrance of ſome Port or River, for the Guidance of Ships in dark Nights, by the Illumination of a Fire or Candles burnt on the Top of them. The firſt we read of was called *Pharos*, from the *Greek* Words *Phos*, in *Latin*, *Lumen*, *Light*, and *Orao*, *Latin*, *Video*, *to ſee*, and this was ſo ſuperb a Fabrick, as to be reckoned one of the Seven Wonders of the World, and to give a general Name to all ſucceſſive ones; it was built by *Ptolemy Philadelphus*, on a ſmall Iſland in the *Nile*'s Mouth, near *Alexandria* in *Egypt*, and is ſaid to have coſt that King 800 Talents; it is recorded to have been built ſquare, upon four Pillars of Glaſs reſembling Crabs, 300 Cubits high, on which a Fire was nightly burnt, to warn approaching Pilots of thoſe dangerous Coaſts, and by this Means direct them to ſhun the Riſks they were expoſed to; but though this was ſo juſtly celebrated both for its Uſe and Magnificence, it was equalled, if not exceeded, in Fame, by the renowned *Coloſſus* of *Rhodes*, which ſerved for the ſame Purpoſe; this inanimate Monſter was a brazen Statue of *Apollo*, ſet up at the Entrance of that Iſland's Harbour, with its Feet reſting on the two Shores: It was about forty-two Yards high, and its Stride ſo great, that the largeſt Ships ſailed into the Port between its Legs. This gigantick Figure was dedicated to the Sun, and its prodigious Size may be aſcertained by the Dimenſions of its little Finger, which 'tis ſaid few Men were able to embrace: It was the Work of *Chares*, a Diſciple of the celebrated Sculptor *Lyſippe*, who was twelve Years in perfecting it, and is reported to have coſt about 44,000*l.* Sterling, though I ſhould imagine this to be very far ſhort of its Value, as when broken to Pieces it loaded 900 Camels; it remained erect for the Space of 1360 Years, and was then thrown down by an Earthquake, in which Proſtration it continued for a long Time, 'till the *Saracens* became Maſters of the Iſle, and ſold it to a *Jew*, who quickly deſtroyed this Maſter-piece of Art, to accommodate his removing it by the Means of the aforementioned Animals.

The Tower of *Cordon* on the River *Bourdeaux*, the *Phare* of *Meſſina*, the Lanthorns at *Genoa*, *Barcelona*, &c. are reſpectively ſerviceable to the Ships uſing thoſe Parts, as ours on *Scilly*, the *Eddyſtone*, *Caskets*, *Portland*, *Dungeneſs*, *Foreland*, *Skerries*, &c. (beſides the floating Light at the *Nore*) are to Navigation in a more extenſive Manner.

That on the *Eddyſtone* was begun by its ingenious Projector, Mr. *Henry Winſtanley* of *Littlebury*, in the County of *Eſſex*, Gent. in the Year 1696, and after great Labour and Expence was finiſhed in ſomething more than four Years, though a much leſs Space of Time would have ſufficed, had not the many Difficulties of ſtormy Weather, Hardneſs of the Rock, Tides, and other Impediments he had to ſtruggle with protracted the Work, and rendered his firſt Lodgment, or Foundation of the Building to be very hazardous and troubleſome; however, a Perſon of Mr. *Winſtanley*'s Genius was not to be intimidated by the Impediments that preſented, to obſtruct the Proſecution of his intended Fabrick, but he watched every Spurt of fair Weather, and Ebb of the Sea, as well to commence, as to carry it on, and happily run through his Toils by concluding it in the aforeſaid Time, though the Light was put up on the 14th of *November*, 1698, and thenceforward was inhabited; it ſtood till the 27th of *November*, 1703, when Mr. *Winſtanley* unfortunately being in it, found he had been building his Tomb, as that dreadful Storm laid the Rock once more bare, and buried both him and his Works in the Sea; a plain Proof of the Deficiency of human Contrivance, and of the Inſecurity of the beſt projected Fabricks, when Providence interferes. Its Rebuilding was begun in *July*, 1706, by *John Rudyerd*, Gent. a Light put up therein, and made uſeful *July* 28, 1708, and finiſhed compleatly in 1709, ſince which it has withſtood the Tempeſts 'tis expoſed to, firm and ſecure.

This Lighthouſe bears from *Plymouth* (or the Entrance of the *Sound*) S. and by W. and from *Ramhead* S. and half a Point Eaſtwardly, and is diſtant from the Anchoring in the aforeſaid *Sound*; four

Leagues, and from *Ram Point*, about three Leagues and a half, this being the neareſt Shore to the ſaid Houſe: and the Iſle of *Mayſtone* bears from the Lighthouſe about N. E. and is alſo four Leagues diſtant *South*. And all Ships coming from the *Eaſt* or *Weſt*, to *Plymouth*, have much the ſame Advantage of the *Light*; all the Rocks near this Houſe are on the *Eaſtwardly* Side, and ſtretching *North*, but moſt *Southerly*, and all are covered at High Water; but on the *Weſt* Side any Ship may ſail cloſe by the Houſe, there being twelve or thirteen Fathom Water, and no hidden Rock; though towards the E. and by N. about a Quarter of a Mile diſtant from the Houſe, there lies one that never appears but at low Spring Tides, and is the moſt dangerous, as 'tis little known.

The Sea ebbs and flows at this Rock on Spring Tides 19 Feet, and then at High Water all the Rocks are covered, though a ſmooth Sea; and it is High Water at the ſame Time as at *Plymouth*; but it runs Tide and half Tide; ſo that it runs *Eaſt* three Hours after it is High Water, and yet the Sea falls lower; and it runs *Weſt* three Hours after 'tis Low Water, and yet the Sea riſeth.

At low Tides (eſpecially Spring Tides) three great Ranges of Rocks appear very high, and lie almoſt parallel, ſtretching towards the S. E. and N. W. the Houſe ſtanding the *Weſtermoſt* of all. The aforementioned hidden Rock is a full Cable's Length from all theſe others, and lies as aforeſaid.

There is always a Family living in it to tend its Lights, and the following Acts have been made for its Management and Support, *viz.*

For the Placing a Light uſeful for
4 and 5 *Ann.* Cap. 20. Shipping in *Eddyſtone* Lighthouſe, there ſhall be paid to the Maſter, Wardens, and Aſſiſtants, of *Trinity Houſe* of *Deptford Strond*, by the Maſters, and Owners of all *Engliſh* Ships and Barks, which ſhall paſs by the ſaid Lighthouſe (except Coaſters) 1 *d. per* Ton outward bound, and 1 *d. per* Ton inward bound, *viz.* of the Merchant one Moiety, and of the Owner the other Moiety; and of all ſuch Aliens Ships as ſhall paſs by the ſaid Lighthouſe 2*d.* for every Ton of the Burthen of the Ship; and every Coaſter paſſing by the ſaid Lighthouſe ſhall pay 2*s.* for each Time; the ſaid Duties to be collected by ſuch Perſons as the ſaid Maſter, *&c.* ſhall appoint, in ſuch Port whence ſuch Ship ſhall ſet forth, or where ſuch Ship ſhall arrive, before they load or unload; the ſaid Duties to be recovered by Action of Debt, *&c.*

The Duties in the Act 4 and 5 *Ann.*
8 *Ann.* Cap. 17. S. 1. Cap. 20. directed to be paid by any Ship paſſing by *Eddyſtone* Lighthouſe, ſhall be paid for every ſuch Ship, as well thoſe belonging to her Majeſty's Subjects, as Strangers, which ſhall paſs by the ſaid Lighthouſe, from, or to, any Port, and ſhall be received of the Maſter of ſuch Ship, in any Part of *Great-Britain* or *Ireland*, and may be recovered in any of her Majeſty's Courts of Law.

No Cuſtomhouſe Officer ſhall make out any Cocket or other Diſcharge, S. 2. or take any Report outwards, for any Ship, until the Duties granted by the ſaid Act, and payable by the Maſter of ſuch Ship, ſhall be paid; and that ſuch Maſter produce a Light-Bill, teſtifying the Receipt thereof.

It ſhall be lawful for every Perſon authorized by the *Trinity Houſe*, to go S. 3. on board any foreign Ship, to receive the Duties, and for Nonpayment, to diſtrain any Tackle belonging to ſuch Ship; and in caſe of any Delay in Payment, for three Days after Diſtreſs, it ſhall be lawful for the Receivers of the ſaid Duties to cauſe the ſame to be appointed by two Perſons, and to ſell the ſaid Diſtreſs.

This Act, and alſo the ſaid former Act, ſhall be publick Acts. S. 4.

The following Act is concerning the Lighthouſe built on the Iſland *Skerries*, in Confirmation of Letters Patent, granted to *William Trench*, Eſq; for building it, and recovers the ſame Duties, as the preceding one, tho' all the others receive but half.

There are alſo ſome erected for the Service of private Ports, as at *Ilfordcombe*, on *St. Bees-Head*, near *Whitehaven*, *&c.*

All the Powers and Duties granted in *Letters Patent*, bearing Date at *Weſt-* 3 *Geo.* II. *minſter*, the 13th of *July*, 13 *Ann.* to Cap. 36. *William Trench*, Eſq; deceaſed, for e- S. 1. recting a Lighthouſe on the Iſland or Rock called *Skerries*, near *Holy-Head*, in the County of *Angleſea*, ſhall have Continuance for ever, ſubject to a Proviſo, as to the maintaining of the Lighthouſe in the Letters Patent contained, and to the Truſts in the Act mentioned, and ſhall be veſted in *Sutton Morgan*, Clerk, who married the only ſurviving Child of the ſaid *William Trench.*

The ſaid *Sutton Morgan*, his Heirs and Aſſigns, may demand, of Maſters S. 2. and Owners of every Ship, or Bottom, paſſing, croſſing, or ſailing, in, or through, *St. George*'s Channel, by *Holy-Head*, or *Wicklow*, to or from any Place in *Great-Britain* Southward of *Holy-Head*, from or to *Wicklow*, or any Place Northward thereof in *Ireland*, or ſhall paſs, croſs, or ſail, from any Place North-

Northward of *Holy-Head*, and ſail between *Holy-Head* and the *Calf of Man*, or any way in *St. George*'s Channel, to the Southward of *Dublin*, and likewiſe from all Coaſters, paſſing to, or from, any Place in *Great-Britain*, North of *Holy-Head*, from or to any Port, *&c.* South thereof, 1*d.* *per* Ton coming into, and the like Sum *per* Ton going out of, the ſaid Ports in *Great-Britain* or *Ireland*, and double ſuch Duties for any foreign Ship.

S. 3. Ships loaded with Coals in *Great-Britain*, North of *Liverpoole* for *Ireland*, or the greateſt Part of their Loading being Coals, and paſſing from *Great-Britain* to *Ireland*, ſhall only pay one Voyage in every Year, the ſame to be paid the firſt Voyage yearly, before clearing out of the Cuſtomhouſes either in *Great-Britain* or *Ireland*.

In Conſideration of the Benefit the Pacquet-Boats ſailing betwixt *Holy-Head* and *Dublin*, receive by the

S. 4. ſaid Lighthouſe, the Poſt Maſter General ſhall payt o the ſaid *Sutton Morgan* the annual Sum of 50*l.* without Fee Quarterly.

S. 5. If any Perſon having the Command of any Ship ſhall refuſe to pay the Duties, it ſhall be lawful for the ſaid *Sutton Morgan*, his Heirs, *&c.* to ſeize any Goods of any Maſter of ſuch Ship, and to keep the ſame till the Duties are paid; and in caſe of Delay in Payment three Days after ſuch ſeizing, he may cauſe the ſame to be appraiſed, by two ſworn Appraiſers, and afterwards ſell the Goods.

S. 6. Nothing herein ſhall charge any of his Majeſty's Ships of War.

The ſaid *Sutton Morgan* ſhall be freed from the Payment of 5*l.* *per Annum* Quit-Rent, reſerved by the Letters-Patents. S. 7.

This Act ſhall be a publick Act. S. 12.

SEA-MARKS.

The Maſters, Wardens, and Aſſiſtants of the *Trinity-Houſe* at *Deptford Strond*, may at their Coſts ſet up Beacons, and Marks for the Sea, in ſuch Places, near the Coaſts, or Forelands, as to them ſhall ſeem meet. 8 *Eliz.* Cap. 13. S. 2.

No Steeple, Trees, or other Things ſtanding as Sea-Marks, whereof to the Owner or Occupier of the Place where the ſame doth ſtand, before the 1ſt of *March* next Notice ſhall be given by the Queen's Letters under her Signet, ſhall at any Time hereafter be taken, or cut down, upon Pain that every Perſon, by whoſe Conſent ſuch Offence ſhall be committed, ſhall forfeit 100*l.* *&c.* and if the Perſons offending be not of the Value, they ſhall be deemed convict of Outlawry. S. 5.

And no Man may erect a Lighthouſe, Beacon, *&c.* without lawful Warrant and Authority. 3 Inſt. 204.

N. B. The abovementioned *Trinity-Houſe* is a Kind of College at *Deptford*, belonging at firſt to a Company or Corporation of Seamen only, with Authority by the King's Charter, to take Knowledge of thoſe that deſtroy Sea Marks, *&c.* but now many Gentry and ſome Nobility are made Members or Elder Brothers of that Community.

Of Letters of Marque and Repriſal.

LETTERS of MARQUE are extraordinary Commiſſions granted to Captains or Merchants for Repriſals, in order to make Reparation for thoſe Damages they have ſuſtained, or the Goods they have been deſpoiled of, by Strangers at Sea.

They ſeem to me always to be joined to thoſe of Repriſe, for the Reparation of a private Injury; but when the Hurt of an Enemy is ſolely intended under a declared War, the former only are granted to Privateers, as will be ſhewn in the ſubſequent Chapter.

Theſe Commiſſions in the Law have other Appellations than Repriſals or Letters of Marque, as *Pignoratio*, *Clarigatio*, and *Androlepſia*, and though by Virtue of theſe any Capture they licenſe becomes legal, yet private Authority will not juſtify the Proceedings, as it only can be done by the Power of that Prince or State, whoſe Subject the injured Perſon is, nor is the ſame grantable even by them, but where the ſuffering Perſon has Juſtice denied him, or illegally delayed. *Grot.* de Jure Belli & Pacis, Lib. 3. c. 2. S. 4. 5.

This Cuſtom of Repriſals is now become a Law by the Conſent of Nations, and has been generally confirmed by an Article in almoſt every Treaty of Peace that has for ſome Years paſt been made in *Europe*, under its proper Reſtrictions and Limitations, as in that concluded with *Spain* the 13th of *May*, 1667 (*Art.* 3.) that with *France* the 21ſt of *July*, 1667 (*Art.* 16.) that with *Holland* of the ſame Date (*Art.* 31.) that with *Denmark* the 11th of *July*, 1670, and almoſt all others made ſince; and it was conſtituted by them, grounded according to the great *Juſtinian* on the Urgency of human Neceſſities, as without this, great Licence would be given and tolerated for the Committing of Depredations and Injuries, eſpecially if only the Goods of Rulers were made liable, who ſeldom poſſeſs any thing that the Injured can come at, for Satisfaction; whereas the Effects of thoſe private Men, whoſe Dealings in Trade are various, may be catcht for Recompence, ſometimes with the greateſt Eaſe, and freeſt from Riſque or Danger.

Molloy de Jure Mar. Pag. 27. S. 3.
Juſt. Inſt. de Jure Nat,

And as the Benefit of this Obligation was common to all Nations, they which were at one Time Sufferers, would at another Time be eaſed by it, and Princes are not only accountable for public Injuries, but in Prudence ſhould endeavour to prevent private ones, and by ſetting the good Example of protecting Foreigners from Wrongs, add Strength to their juſt Demands of Redreſs, whenever their own Subjects have Occaſion to requeſt it from them.

If therefore the injured Party cannot obtain his definitive *Sentence* or *Judgment*, within a fit Time, againſt the Perſon of whom he complains, or if there be a Judgment given, againſt *apparent Right* and Law, and no Relief can be had from the Iniquity of ſuch a Decree, the Bodies and Moveables of the Prince's Subjects, who renders not Right, may be apprehended and taken.

Molloy de Jure Mar. P. 28. S. 5.

But in the Proſecution of this there muſt be,

1. The Oath of the Party injured, or other ſufficient Proof, touching the pretended Injury, and of the certain Loſs and Damage thereby ſuſtained.

2. A Proof of the due Proſecution, for the obtaining Satisfaction in a legal Way.

3. The Delaying or Denial of Juſtice.

4. A Complaint to his own Prince or State.

5. Requiſition of Juſtice, by him, or them, made to the ſupreme Head or State, where Juſtice in the ordinary Courſe was denied.

6. Perſiſtency ſtill in the Denial of Juſtice.

And all this preceding Letters of Repriſal, under ſuch Cautions, Reſtrictions, and Limitations as are conſonant to the Law of Nations, and ſubſiſting Treaties, and as the ſpecial Caſe ſhall require; may iſſue, not only by the *Jus Gentium* and *Civile*, but by the ancient and municipal Laws of the Kingdom.

Mag. Char. C. 30. the latter Clauſe.

The *Repriſals* grantable by the Laws of *England*, are of two ſorts; *Ordinary* and *Extraordinary*; the *Ordinary*, are either within, or without the Realm, and are always granted to *Engliſh* Merchants, who have ſuffered in their Perſons, or Effects, and have had their Goods ſpoiled, or taken from them beyond the Sea, by Merchants Strangers, and cannot upon Suit, or the King's demanding Juſtice for him, obtain Redreſs; in ſuch caſe, the injured Perſon proving, that he has proſecuted the Offenders in a legal Courſe, and had Juſtice delayed, or denied him, he ſhall have a Writ out of *Chancery*, to arreſt the Merchants Strangers of that Nation, or their Goods here in *England*, the which is granted to the Subject oppreſſed, not as a matter of Favour, but of common Right, by the *Lord Chancellor*, or *Keeper of England*, who always in ſuch Caſe hath the Approbation of the King, or Council, or both, for his ſo doing.

Molloy de Jure Mar. P. 29. S. 7.

The other *ordinary* Repriſals granted for Reparation out of the Realm, are always under the Great Seal of *England*, and cannot be revoked, or annulled; and the Reaſon is, becauſe the Perſon injured hath petitioned, and hath, according to Law, made out, by Proof, his Loſs, and no Regard having been paid to Letters of Requeſt, ſent to the Prince of the Offender, nor Reparation made; then the Letters Patent of Repriſal (being ſealed) immediately create and veſt a national Debt in the *Grantee*, to be ſatisfied in ſuch Manner and by ſuch Means, as the ſaid Letters Patent do direct, out of the Goods and Eſtates of his Subjects, who refuſes or protelates doing Right; but though theſe Letters Patent are unrevokable, yet if the ſupreme Power thinks the Execution of them cannot well be effected without endangering the Peace of both States, this may juſtly cauſe their Reſpite till a more proper Occaſion; for the Statute of 4 *Hen.* V. C. 7. does not reſtrain the King's Prerogative and Authority which he had at the Common Law in judging the Conveniency and Time when they ſhall be executed; and as the King hath the Legiſlative Power of Peace and War, in

Molloy de Jure Mar. P. 30. S. 8.

in a public Treaty for the Nation's Good, they may be mortified and then revoked by the Grat Seal in Purſuance of that Treaty, and Princes are always cautious in the framing and compoſing ſuch Letters Patent, ſo as that they may not be reckoned a Breach of the Peace, which the granting them (for particular Satisfaction) in the *ordinary* Way, does not amount to.

Ditto, P. 32. S. 10.

The *Extraordinary Repriſals* are by Letters of Marque, for Reparation at Sea, or any Place out of the Realm, grantable by the *Secretaries* of State, with the like Approbation of the King or Council, or both; but they are only during the King's Pleaſure, and to weaken the Enemy during the Time of War, and may at any Time be revoked.

Molloy de Jure Mar. P. 32. S. 11.

But before granting Letters of Marque, there generally precedes two or three Letters of Requeſt, and according to the Satisfaction, ſufficient or inſufficient, returned in Anſwer, Commiſſions are awarded or denied; and the Prince or State, whoſe Subject the injured Perſon is, ſhould not value his Misfortune at ſo low a Rate as to refuſe him the former, for that would be to accumulate Injuries, but ſhould likewiſe, if Juſtice be denied, after ſuch Requeſt, arm him with Power to take Satisfaction by Repriſe, *vi, Manu, & Militari.*

Ditto, P. 33. S. 12.

Subjects cannot by Force hinder the Execution even of an unjuſt Judgment, or lawfully purſue their Right by Force, by Reaſon of the *Efficacy* of the Power over them: But Foreigners have a Right to compel, which yet they cannot uſe lawfully, ſo long as they may obtain Satisfaction by Judgment; though if that ceaſes, then Repriſal is let in.

Ditto, p. 33. S. 13.

Judgment is obtained either in the *ordinary* Courſe, by Way of *Proſecution*, or *Suit*, or *Appeal* from the ſame, after Sentence or Judgment given, to a higher Court; or elſe in the *extraordinary* Way, which is by Supplication, or Petition, to the ſupreme Power; but we muſt underſtand that to be when the Matter in Controverſy is, *tam quoad Merita quam quoad modum Procedendi*; not doubtful; for in doubtful Matters, the Preſumption is ever for the Judge or Court.

But the Repriſal muſt be grounded on wrong Judgment given, in Matters *not doubtful*, which might have been redreſſed in ſome Shape, either by the *ordinary* or *extraordinary* Power of the Country or Place, and the which was apparently *perverted* or *denied:* Though if the Matter be doubtful, it is then otherwiſe; for in Cauſes dubious or difficult, there is a Preſumption always, that Juſtice was truly adminiſtered by them who were duly elected and appointed for that Purpoſe.

Paulus Leg. Julia D. de Cond. indebitor.

And yet in this latter Caſe ſome are of Opinion, if it was dubious, and if the Judgment was againſt apparent Right, the Stranger oppreſſed is let into his Satisfaction; and the Reaſon is, becauſe the Judge's Authority is not the ſame over Foreigners as over Subjects, for the Motive or Cauſe abovementioned.

If an *Engliſh* Merchant ſhall proſecute a Suit in the ordinary Courts of Law beyond Seas, and Sentence or Judgment ſhall paſs againſt him, from which he appeals to the ſupreme Court, and there the firſt Judgment or Sentence is confirmed, though the Complainant hath received a Judgment contrary to Right and Equity, yet this will be no Cauſe for Letters of Repriſal, though perhaps it may occaſion Letters of Requeſt (if the Circumſtances and Reaſons are ſtrong for the ſame) to have a Rehearing.

But if an *Engliſhman* ſhall have Right to recover a Debt there, and the Debtor is committed to the Cuſtody of an Officer till Payment, and he wilfully lets the Priſoner eſcape, who then becomes inſolvent, this Circumſtance may occaſion Letters of Repriſal.

In *England*, if a Foreigner bring an Action perſonal againſt *I. S.* and the Matter is found *ſpecial* or *general*, and the Party prays Judgment, and the Court refuſes it, and then the Defendant dies, and with him the Action (the Nature of it being ſuch) the Party is here without Remedy, and the ſame may occaſion Letters of Repriſal, if it be accompanied with thoſe Circumſtances that evince an apparent Denial of Juſtice, *i. e.* putting it off from *Term* to *Term* without Cauſe.

An *Engliſhman* proſecutes his Right in the legal Courts beyond Seas, and the military Governor oppoſes the Proſecution, and by Force conveys away the Debtor, and his Goods, and the Sentence or Judgment is obtained: Its ultimate End being Execution, is, by the aforementioned Means, fruſtrated, and may occaſion Letters of Repriſal.

Molloy de Jure Mar. P. 34. S. 15.

If any Perſon ſhall be murdered, ſpoiled, or otherwiſe damaged in hoſtile manner, in the Territories or Places belonging to any King, to whom Letters of Requeſt are iſſued forth, and if no Satisfaction be made for the Injury, Letters of Repriſal may be granted, as the petitioning Parties are not in ſuch Caſes compelled to reſort to the ordinary Proſecution; but the Prince of the Country, againſt whom the ſame are awarded, muſt repair the Damage

Damage out of his, or their Eſtates, who committed the Injuries; and if that proves deficient, it muſt then fall as a common Debt on his Country.

Ditto.

Such Letters of Requeſt generally allot a Time certain for Damages to be repaired, and if not complied with, Repriſals are to iſſue; thus after the Maſſacre at *Amboyna*, and other Depredations committed by the *Flemiſh*, on the *Engliſh*, his Majeſty, in 1625, iſſued forth his Letters of Requeſt to the States of *Holland*, for Satisfaction within eighteen Months, otherwiſe Letters of Repriſal ſhould be granted to *William Courten*, Eſq; for Depredations made by their Subjects on two of his Ships, but not obtaining it in the limited Time, he granted to the Partners and Heirs of the ſaid *Courten*, his Letters of Marque, in the Form following:

CHARLES II. by the Grace of God, of *England*, *Scotland*, *France*, and *Ireland*, King, Defender of the Faith, *&c.* to all Chriſtian People to whom theſe Preſents ſhall come greeting: Whereas our loving Subject *William Courten*, Eſq; deceaſed, and his Partners, *Anno* 1643, by the Depredation and hoſtile Act of one *Gailand*, Commander in chief of two Ships belonging to the *Eaſt India* Company of the *Netherlands*, was, between *Goa* and *Macao*, in the Streights of *Malacca*, deprived, and moſt injuriouſly ſpoiled of a certain Ship named the *Bona Eſperanza*, and of her Tackling, Apparel, and Furniture, and all the Goods and Lading in her, upon a very hopeful trading Voyage to *China*, which were carried to *Batavia*, and there all, *in facto*, without due Proceſs of Law, confiſcated. And that alſo in the ſame Year, another laded Ship of our ſaid Subject, called the *Henry Bonadventure*, being come on Ground near the Iſland *Mauritius*, was there both Ship and Goods ſeized upon by ſome of the Officers and Miniſters, and others under the Command of the ſaid *Eaſt India* Company, and utterly detained from the right Owners. And Whereas, the ſaid *William Courten*, and his Aſſigns in his Life-time, uſed all poſſible Endeavours to recover the ſaid Ships and Goods, and to procure farther Juſtice againſt the Malefactors, and yet could obtain no Reſtitution or Satisfaction, whereby they became to be much diſtreſſed and utterly undone in their Eſtate and Credit: And that thereupon, and upon the moſt humble Supplications and Addreſſes of *Francis*, Earl of *Shrewſbury*, and *William Courten*, Eſq; Grandchild and Heir of the ſaid Sir *William*, deceaſed, Sir *John Ayton*, and Sir *Edmond Turner*, Knights, *George Carew*, and *Charles Whitaker*, Eſqrs; on the Behalf of themſelves, and diverſe others, intereſted in the ſaid two Ships *Bona Eſperanza*, and *Henry Bonadventure*, and in the Eſtates of the ſaid Sir *William Courten*, deceaſed, Sir *Edward Littleton*, Baronet, and Sir *Paul Pindar*, Knight, deceaſed, that we would take their Caſe into our Princely Conſideration. We out of a just Sense we then had, and ſtill have, of their unjuſt Sufferings in that Buſineſs, both by our own Letters under our Sign Manual, to the *States General* of the *United Provinces*, and by Sir *George Downing*, Knight and Baronet, our Envoy Extraordinary, to whom we gave eſpecial Command ſo to do, required Satisfaction to be made, according to the Rules of Juſtice, and the Amity and good Correſpondence, which we then deſired to conſerve with them firm and inviolable. And Whereas, after ſeveral Addreſſes made to the ſaid *States General* by our ſaid Envoy, and nothing granted effectual for Relief of our ſaid Subjects (whom we take ourſelves in Honour and Juſtice concerned to ſee ſatisfied and repaid) We lately commanded the ſaid Sir *George Downing* to intimate and ſignify to the ſaid *States*, that we expected their final Anſwer, concerning Satisfaction to be made for the ſaid Ships and Goods, by a Time then prefixed, and ſince elapſed, that we might ſo govern ourſelves thereupon, that our aforeſaid Subjects might be relieved according to Right and Juſtice, and yet no ſatisfactory Anſwer hath been given, ſo that we cannot but apprehend it to be, not only a fruitleſs Endeavour, but a Proſtituting of our Honour and Dignity, to make farther Application, after ſo many Denials and Slightings. And Whereas, *John Exton*, Doctor of Laws, Judge of our High Admiralty Court of *England*, upon our Command, to certify to us the Value of the Loſſes and Damages ſuſtained by the ſaid *William Courten* and Partners, whoſe Intereſt is now veſted in our loving Subjects, Sir *Edmond Turner*, Knight, and *George Carew*, Eſq; and Partners, hath upon full Examination, and Proofs thereof made by Witneſſes in our High Court of Admiralty, reported and certified under his Hand, that the ſame do amount to the Sum of *one hundred and fifty one thouſand, ſix hundred and twelve Pounds.*

Now know ye, that for a full Reſtitution to be made to them, for their Ships, Goods, and Merchandizes, of which the ſaid *William Courten*, and the Aſſigns of the ſaid *William Courten*, and Partners, were ſo deſpoiled as aforeſaid, with all ſuch Coſts and Charges as they ſhall be at, for the Recovery of the ſame, We, by the Advice of our Privy Council, have thought fit, and by theſe Preſents do grant, licenſe, and authorize, under our Great Seal of *England*,

land, unto our ſaid Subjects, Sir *Edmond Turner*, and *George Carew*, their Executors, Adminiſtrators, and Aſſigns, for, and on Behalf of themſelves, and other Perſons intereſted, as aforeſaid, to equip, victual, furniſh, and to ſet to Sea, from time to time, ſuch, and ſo many Ships, and Pinaces, as they ſhall think fit; PROVIDED ALWAYS, that there be an Entry made and recorded in the Admiralty Court, of the Names of all Ships and Veſſels, and of their Burden and Ammunition, and for how long Time they are victualled; and alſo of the Name of the Commander thereof, before the ſame or any of them be ſet forth to Sea; and with the ſaid Ships and Pinaces, by Force of Arms, to ſet upon, take, and apprehend, any of the Ships, Goods, Monies, and Merchandiſes, of the *States General*, or any of the Subjects inhabiting within any their Dominions or Territories, whereſoever the ſame ſhall be found, and not in any Port or Harbour in *England* or *Ireland*, unleſs it be the Ships and Goods of the Parties who did the Wrong. And the ſaid Ships and Goods, Monies and Merchandiſes, being ſo taken, and brought into ſome Port of our Realms and Dominions, an Inventory thereof ſhall be taken, by Authority of our Court of Admiralty, by the Judge or Judges thereof for the Time being, upon Proof made before him or them, that the ſaid Ships, Goods, Wares, Merchandiſes, or Money, did belong to the *States General*, or any of the Subjects, as aforeſaid, that they ſhall be lawful Prize to the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, and Aſſigns, as aforeſaid, to retain, and keep in their, or any of their Poſſeſſions, and to make Sale, and diſpoſe thereof in open Market, or however elſe, to their, and every of their beſt Advantage and Benefit, in as ample Manner as at any Time heretofore hath been accuſtomed by way of Reprizal, and to have and enjoy the ſame, as lawful Prize, and as their own proper Goods: SO THAT "NEITHER Captain, Maſter, " nor any of the Company, that ſhall ſerve in his " own Perſon, or ſhall promote and advance the " ſaid Enterpriſe, in Manner and Form aforeſaid, " ſhall in any Manner of wiſe, be reputed, or chal- " lenged, for any Offender againſt any of our Laws. " And that alſo it ſhall be lawful for all Manner of " Perſons, as well our Subjects, as any others, to " buy the ſaid Ships, Goods, and Merchandiſes, " ſo taken and apprehended, by the ſaid Captains, " Maſters, and others, and adjudged as aforeſaid, " without any Damage, Loſs, Hindrance, Trouble, " or Moleſtation, or Incumbrance, to befal the ſaid " Buyers, or any of them, in as ample and lawful " Manner, as if the Ships, Goods, Wares, and " Merchandiſes, had been come, and gotten by the " lawful Traffick of Merchants, or of juſt Prizes in " the Time of open War." PROVIDED ALWAYS, that all Ships, Goods, and Merchandiſes, taken by Virtue of this our Commiſſion, ſhall be kept in Safety, and no Part of them waſted, ſpoiled, or diminiſhed, or the Bulk thereof broken, until Judgment hath firſt paſt, as aforeſaid, that they are the Ships and Merchandiſes of the *States General*, or ſome of their Subjects as aforeſaid. And if by Colour of this our Commiſſion, there ſhall be taken any Ships, Goods, or Merchandiſes, of any of our loving Subjects, or the Subjects of any Prince, or State in good League or Amity with us (except the *States General*, or their Subjects, as aforeſaid) and the Goods therein laden, ſold and embezzled, or diminiſhed, or the Bulk thereof broken, in any Place, before they ſhall be adjudged to belong to the *States General*, or ſome of their Subjects, as aforeſaid, that then this Commiſſion ſhall be of no ſufficient Authority to take the ſaid Ships, Goods, and Merchandiſes, or to warrant, or ſave harmleſs, ſuch as ſhall receive, buy, or intermeddle therein; but that both the Prizes ſo taken, and the ſaid Ship of War, ſhall be confiſcated to our Uſe. "AND FURTHER, We " do hereby declare, that it is our Will and Pleaſure, " that this Our Commiſſion ſhall remain in full " Force and Power, to all Intents and Purpoſes, " until the ſaid Sir *Edmond Turner* and *George Carew*, " their Executors, Adminiſtrators and Aſſigns, as " aforeſaid, ſhall, by Virtue thereof have, by Force " of Arms, apprehended, taken, ſeized, recovered, " and received, from the *States General* or their " Subjects, *one hundred fifty-one thouſand, ſix hundred* " *and twelve Pounds*, according to the Appraiſement " to be made by ſufficient Appraiſers, upon Oath, " nominated and authorized in our ſaid Court of Ad- " miralty, of all ſuch Ships, Goods, Wares and " Merchandiſes, as ſhall be taken from the ſaid " *States General*, or any of their Subjects, by Virtue " of this Commiſſion, or ſhall other ways receive " Satisfaction of the Debt aforeſaid, by Compoſi- " tion to be made between thoſe of the *Eaſt India* " Company of the *Netherlands*, and the ſaid Sir *Ed-* " *mond Turner* and *George Carew*, their Executors, " Adminiſtrators, and Aſſigns, as aforeſaid. NOT- " WITHSTANDING it ſo happen, the preſent Dif- " ference between Us, and the *States General*, de- " pending upon general Repriſal, may be agreed " and compoſed, and that in the Interim a Peace " may, and good Correſpondence be, renewed be- " tween Us and the ſaid *States General*: *in which*

" *Caſe nevertheleſs*, it is our Will and Pleaſure, that in the Execution of this our Commiſſion, no Violence ſhall be done to the Perſons of the ſaid Subjects of the ſaid *States General*, but only in Caſe of Reſiſtance; and that after, in cold Blood, the Subjects of the ſaid *States General*, if hurt or wounded, ſhall be uſed with all convenient Office of Humanity and Kindneſs. AND FURTHER, our Will and Pleaſure is, that although it ſhall happen, that all Hoſtility between Us and the *States General*, and our reſpective Subjects, ſhall ceaſe, yet this our Commiſſion ſhall remain, and be in full Force and Power to the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, and Aſſigns, as aforeſaid, by Virtue thereof to apprehend, take, and ſeize, by Force and Arms, ſo many more of the ſaid Ships and Goods of the *States General*, or any of their ſaid Subjects, as, beſides the ſaid Sum beforementioned, ſhall countervail, ſatisfy, and pay all ſuch Coſts and Charges, as the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, or Aſſigns, as aforeſaid, ſhall from time to time, make Proof, to have diſburſed and paid, towards the Equipping, Manning, Paying, Furniſhing, and Victualling of the ſaid Ships, ſo licenſed and authorized as aforeſaid, by this our ſaid Commiſſion, to be equipped, manned, furniſhed, and victualled, by the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, and Aſſigns, as aforeſaid, for the Purpoſe aforeſaid." AND OUR WILL and Pleaſure is, and We do hereby require our Judge, or Judges of our High Court of Admiralty for the Time being, and all other Officers of the Admiralty, and all other our Judge and Judges, Officers, Miniſters, and Subjects whatſoever, to be aiding and aſſiſting to the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, and Aſſigns as aforeſaid, in all Points in the due Execution of this our Royal Commiſſion, and to proceed to Adjudications, and adjudge all Ships, Merchandiſes, Monies, and Goods, by Virtue thereof to be taken, according to our Princely Intention, hereby ſignified and expreſſed, and to take care that this our Royal Commiſſion be duly executed, and favourably interpreted and conſtrued, in all Reſpects to the Benefit and beſt Advantage of the ſaid Sir *Edmond Turner* and *George Carew*, their Executors, Adminiſtrators, and Aſſigns as aforeſaid. IN WITNESS whereof, We have cauſed theſe our Letters to be made Patents. Witneſs our Self, at *Weſtminſter*, the 19th Day of *May*, in the ſeventeenth Year of our Reign.

BY THE KING.

Ditto, P. 40. S. 16.

It is not the Place of any Man's *Nativity*, but that of his *Domicil* and *Abode*; not of his *Origination*, but of his *Habitation*, that ſubjects him to *Repriſe*; the Law doth not ſo much conſider where he was born, as where he lives; therefore if Letters of Repriſal ſhould be awarded againſt the Subjects of the *Grand Duke* of *Tuſcany*, and a Native of *Florence* (but denizened or naturalized in *England*) ſhould have a Ship, in a Voyage to *Legborn*, taken, the Capture is not lawful, nor can ſhe be made a Prize. Yet by the Laws of *England* a natural born Subject cannot diveſt himſelf of his Allegiance, though he happens to be commorant, or a Dweller in the Enemy's Country.

Ditto, P. 41. S. 17.

It does not appear from any Precedents, that Repriſals can be granted on Misfortunes happening to Perſons or their Goods, reſiding or being in foreign Parts in Time of War there; for if any Misfortune happen, or is occaſioned to their Effects, or to their Perſons, they muſt contentedly ſit down under their Loſs; it being their own Fault that they would not fly or quit the Place, when they foreſaw the Country was expoſed, or would be ſubject to, the Spoil of Soldiers, and Devaſtations of the Enemy.

Ditto, P. 41. S. 18.

By *Right*, there are many Perſons exempted, and thoſe whoſe Perſons are ſo privileged have alſo Protection for their Goods, ſome by the Law of Nations, by the *Civil Law*, others by the *Common Law*; among which the Ambaſſadors, by the Laws of Nations, their Retinue and Goods, are exempt, coming from him who awarded *Repriſe*; the Law of Nations not only provides for the Dignity of him that ſends, but alſo the ſecure going and coming of him that is ſent.

Travellers through a Country, whoſe Stay is but ſhort, and a Merchant of another Place, than that againſt which Repriſals are granted, although the Factor of his Goods was of that Place, are not ſubject to *Repriſals*.

Ditto, P. 42. S. 19.

When Ships are driven into Port by Storm or Streſs of Weather, they have an Exemption from the Law of *Repriſals*, according to the *Jus Commune*, though by the

the Law of *England* it is otherwiſe, unleſs expreſsly provided for in the Writ or Commiſſion; but if ſuch Ships fly from their own Country to avoid Confiſcation, or for ſome other Fault, are driven in by Streſs of Weather, they may in ſuch Caſe become ſubject to be *Prize*; though it is unlawful to make Seizure in any Ports for *Repriſals*, but in that Prince's who awarded them, or in his againſt whom the ſame is iſſued; for the Ports of other Princes or States are ſacred, and the Peace of them not to be violated or diſturbed, but juſtly to be obſerved and maintained.

Grot. de Jure Belli. Lib. 3. C. 2. S. 4.

If any Ship carrying Letters of *Repriſe*, attacks a Veſſel, and ſhe refuſes to yield, ſhe may be aſſaulted and entered; and if it falls out, though by Accident, that ſome of thoſe who reſiſt are ſlain, the Fault will lie at their own Doors, for endeavouring to hinder the Execution of what is Right, and which the Law both approves and warrants.

Greg. Lib. 9.

By the Law of Nations *ipſo facto*, the Dominion of the Things taken by thoſe to whom Letters of Marque are granted becomes the Captors, till the Debt and Coſts, that is, the Original Damage and ſubſequent Charges, are ſatisfied; which being done, the Reſidue ought to be reſtored. So the *Venetians* uſed their Equity, having taken the Ships of *Genoa*; they did not ſpoil any of the Lading, but preſerved the ſame very carefully till the Debt was paid; which done, an entire Reſtitution of the Things was made, without any Diminution.

When perhaps for the Fault of a few, a Debt becomes National, by Reaſon of which the Goods of the Innocent become liable (if taken) for Satisfaction, in ſuch Caſe the Perſon ſo ſuffering, is entitled to Contribution for his Relief, being put to the whole Burthen, where more are bound to the ſame thing.

Molloy de Jure Mar. P. 44. S. 28.

Yet when Depredations have happened to foreign Merchants, our Kings (on Complaint) have often iſſued Commiſſions to enquire of the ſame; and it was ſo done upon the Petition of ſome *Genoeſe* Merchants, who complained againſt the Inhabitants of the Iſle of *Guernſey* for a Depredation in taking away and detaining their Merchandiſe and Goods to a very great Value, out of a Ship wrecked by Tempeſt near that Iſle, and the Commiſſioners were empowered to puniſh the Offenders, and to make Reſtitution and Satisfaction for the Damages.

Pat. 26. *Edw.* III.

Pat. de An. 6. *H.* V.

The like Complaint was made by the Merchants of the Duke of *Bretagne*, of certain Depredations committed by the Subjects of the King of *England*, who iſſued forth the like Commiſſion, to give them Reparation and Damages for the ſame; ſo that if the Subjects of the King of *England* ſhould have their Goods taken by Way of Repriſe for the Satisfaction of ſuch Debt or Damage, they may have the Benefit of the like Commiſſions, to make themſelves whole out of the Eſtates of the Offenders.

Of *Privateers* or *Capers*.

PRIVATEERS and CAPERS are ſynonymous Terms for the ſame Thing, with this only Difference, that the latter are ſmaller Veſſels than the others; they are generally eſteemed private Ships of War, fitted out by Particulars, in order to annoy the Enemy; though the Commiſſion is neither ſo laſting nor ſo honourable as that given to the Commander of a King's Ship, the one being certain, and continued whilſt his Behaviour is unexceptionable, the other only temporary and occaſional; the one appointed by his Majeſty, the other by a Subject (with the Prince's Approbation) and liable to be turned out at the Owners Pleaſure; and though ſuch Appointments are ancient, and very uſeful in a War by diſtreſſing the Enemy, yet many eſteem the Action but one Remove from Piracy; as the Undertakers are ſuppoſed to have no immediate Injury done them, nor have any other Motive but the Hopes of Gain, to animate them to the Engagement, or to induce their commencing a Trade of Rapine and Spoil on the Perſons and Goods of innocent Traders; and by theſe Means encreaſe the Horrors and Calamities which War naturally brings with it, and inſpires; but whoſoever reflects, that every Individual is injured, when the Nation in general is ſo; and that if *this* has a Right to vindicate or revenge its Wrongs, Particulars muſt be juſtified in affording their Aſſiſtance; we muſt conclude, that in ſo doing they only comply as good Subjects, whilſt their Proceedings remain directed by Authority, and their Succeſſes againſt the Enemy are managed with that Humanity our own Natures, and the Laws of Nations enjoin.

However, leaving theſe Diſputes to be determined by Caſuiſts, I ſhall proceed to inform my Reader of the Nature and Power of ſuch armed Veſſels, and on what Footing they have generally been fitted out in the late and former Wars; and this has been under two different and diſtinct Commiſſions, as will hereafter be ſhewn.

The one of them is cuſtomarily granted to the Petitioners for it, after they at their own Expence have fitted out a Privateer; and impowers them to appropriate to their own Uſe whatever Prizes they make, after a legal Condemnation, and the Government allows them beſides, 5*l.* * for every Man aboard a Man of War or Privateer taken or deſtroyed at the Beginning of the Engagement, and 10*l.* † for every Gun ſhe had mounted, with Liberty of Cruiſing where they pleaſe; and in caſe we are at War with more Potentates than one (as lately with the *French* and *Spaniards)* they muſt have Commiſſions for acting againſt them both, otherwiſe a Captain carrying only *one* againſt the *Spaniards*, and in his Courſe meets with and takes a *Frenchman*, this Prize is not good, but would be taken from him by any Man of War he met, and could not be condemned *(for him)* in Admiralty, as many experienced in the late War.

The Manner of fitting out theſe Privateers has commonly been at the joint Expence of ſeveral Merchants, and is always very expenſive, as warlike Stores are at all Times coſtly, and their Prices more eſpecially raiſed on theſe Occaſions, when the Demand for them is conſiderably encreaſed.

In ſome of theſe Adventures, the Men on board go on the Terms of no Purchaſe no Pay; and in this Caſe the Produce of whatever is taken goes half to the Ship (for the Owners) and half to the Men, divided to them according to the Articles of Agreement; but when the Men ſail for Wages, the Captures appertain entirely to the Owners, except a ſmall Part, which is commonly ſtipulated to be given the Sailors, *extra* of their Wages, in order to animate them in their Behaviour; and both Ways of arming are regulated by the Articles entered into between the Owners and Mariners, of which I ſhall add a Copy at the End of this Chapter, for my Reader's Information.

The other Commiſſion aforementioned is granted to Privateers taken into the King's Service, which notwithſtanding are fitted out at the Expence of private Perſons, and then let out to the Government, who generally pay them ſo much *per* Month for their Hire, and engage to repair them in Caſe of Damage, and to pay the Value agreed for in Caſe of Loſs.

In his late Majeſty King *William*'s Reign, many large private Ships were engaged for in this Manner, and ſent abroad as Convoys, &c. but ſince our Marine is ſo greatly increaſed, and the Government does not ſo much ſtand in need of the Merchants Aſſiſtance in this Shape, as they formerly did, and conſequently do not ſo often call for it.

No Privateer may attempt any Thing againſt the Law of Nations, as to aſſault an Enemy in a Port or Haven, under the Protection of any Prince or Republic, be he Friend, Ally, or Neuter; for the Peace of ſuch Place muſt be kept inviolable.

Molloy de Jure Mar. P. 49. S. 7.

And at the Time of granting theſe private Commiſſions, great Care is always taken (by Bond) to preſerve the Leagues, with our Allies, Neuters and Friends, according to the various and ſeveral Treaties ſubſiſting between us; and it is for this Reaſon that Security is demanded, and given by reſponſible Men, (not concerned in the Ship) to the Value of 1500*l.* for all Ships carrying leſs than 150 Men, and 3000*l.* for every Ship carrying more, that they will give full Satisfaction for any Damage or Injury that they ſhall commit in their Courſes at Sea, contrary to, and in Breach of the aforeſaid Treaties, and alſo under the Penalties of forfeiting their Commiſſions, and for which their Ships are likewiſe made liable.

Treaty Marine with *Holland* at *London, Dec.* 1, 1674. Art. 10. Treaty Marine with *France*, at *St. Germains* in *Laye, Feb.* 24. 1676-7. Art. 10.

If a Suit be commenced between the Captor of a Prize and the Claimer, and there is a Sentence or Decree given for the Party reclaiming, ſuch Sentence or Decree (upon Security given) ſhall be put in Execution, notwithſtanding the Appeal made by him that took the Prize, which ſhall not be obſerved in caſe the Sentence ſhall be given againſt the Claimers.

Ditto, Art. 13.

And whereas the Maſters of Merchant Ships, and likewiſe the Mariners and Paſſengers, do ſometimes ſuffer many Cruelties and barbarous Uſages when they are brought under the Power of Ships, which take Prizes in the Time of War, the Takers in an inhuman Manner tormenting them, thereby to extort from them ſuch Confeſſions as they would have to be made: *It is agreed*, that both his Majeſty and the States General, ſhall, by the ſevereſt Proclamations, forbid all ſuch

Ditto, Art. 14.

Treaty of Commerce with *Spain*, *May* 13, 1667.

* 13 and 17 *Geo.* II. † 4 and 5 *Will.* and *Mar.*

heinous

Art. 21, 22. Ditto with *Holland, July* 21, 1667, Art. 26, 27. Ditto *Feb.* 7. 1667-8, Art. 1, 2. Ditto with *Denmark, July* 11, 1670. Art. 16. Treaty Marine with *Holland, Dec.* 1. 1674, Art. 1, 2. Ditto with *France, Feb.* 24, 1676-7. Art. 1, 2. Ditto with *Spain, May* 13, 1667, Art. 24. Ditto with *Holland, July* 21, 1667, Art. 28. Ditto *Feb.* 7, 1667-8, Art. 3. Treaty Marine with Ditto, *Dec.* 1, 1674, Art. 3. Treaty Marine with *France, Feb.* 24, 1676-7, Art. 3. Ditto with *Holland, London, Dec.* 1, 1674, Art. 7.

heinous and inhuman Offences, and as many as they ſhall by lawful Proofs find guilty of ſuch Acts, they ſhall take care that they be puniſhed with due and juſt Puniſhment, and which may be a Terror to others; and ſhall command that all the Captains and Officers of Ships, who ſhall be proved to have committed ſuch heinous Practices, either themſelves, or by inſtigating others to act the ſame, or by conniving while they were done, ſhall (beſides other Puniſhments to be Inflicted, proportionally to their Offences) be forthwith deprived of their Offices reſpectively: And every Ship brought up as a Prize, whoſe Mariners or Paſſengers ſhall have ſuffered any Torture, ſhall forthwith be diſmiſſed and freed, with all her Lading, from all further Proceedings and Examinations againſt her, as well judicial as otherwiſe.

Ships may freely ſail to and trade with all Kingdoms, Countries and Eſtates, which ſhall be in Peace, Amity, or Neutrality, with the Prince whoſe Flag they carry, and who is at preſent at Peace with us, and are not to be moleſted by us, on Account of any Hoſtilities that may at preſent ſubſiſt, or hereafter may happen, between his *Britannick* Majeſty and thoſe Eſtates, provided ſuch Ships are not Bearers of contraband Goods.

And to avoid Diſputes about the Underſtanding the Term of contraband Goods, they are expreſsly determined to be ONLY *Arms*, *Pieces of Ordnance, with all Implements belonging to them*, *Fireballs*, *Powder*, *Match*, *Bullets*, *Pikes*, *Swords*, *Lances*, *Spears*, *Halberds*, *Guns*, *Mortar Pieces*, *Petards*, *Bombs*, *Granadoes*, *Fire-Crancels*, *Pitched Hoops*, *Carriages*, *Muſquet Reſts*, *Bandeliers*, *Saltpetre*, *Muſquets*, *Muſquet-Shot*, *Helmets*, *Corſlets*, *Breaſtplates*, *Coats of Mail*, and the like Kind of *Armature*, *Soldiers*, *Horſes*, and all other Things neceſſary for the *Furniture of Horſes*, *Holſters*, *Belts*, and all other warlike Inſtruments whatſoever.

All other Goods whatſoever are (by the aforementioned Treaties) permitted freely to be carried, except to Places beſieged; and therefore a Privateer has no Right to put any Hindrance thereto, but if he makes a Prize of a Ship, loaden entirely with the abovementioned contraband Goods, both Ship and Loading will be condemned, and if Part be prohibited Goods, and the other Part not, the former only ſhall become Prize, and the Ship and the Remainder be ſet free; and in caſe the Captain of the Merchant Ship will deliver to the Captor that Part of his Cargo which is prohibited, the other ſhall receive it without compelling the Merchantman to go out of her Courſe, to any Port he thinks fit, but ſhall forthwith diſmiſs her, and upon no Account hinder her from freely proſecuting her deſigned Voyage.

Molloy de Jure Mar. P. 52. S. 13. See Ditto on Repriſals, S. 20.

If ſuch Ships ſhall be attacked in order to be examined, and ſhall refuſe ſubmitting thereto, they may be aſſaulted and entered by Force, and if the Perſons aboard do not yield and ſurrender, thoſe that reſiſt may be ſlain.

Ditto, S. 14.

But if any Privateer wilfully commits any Spoil, Depredations, or any other Injuries, either on the Ships of Friends or Neuters, or on the Ships and Goods of their Fellow Subjects, they will be puniſhed in Proportion to their Crimes, either with Death or otherwiſe, and their Veſſels may likewiſe be ſubject to Forfeiture.

Thompſon a *Smith*, 1 *Sid.* 320. 2 *Keeble* 158, 176.

Whether a Ship taken be a lawful Prize or not, ſhall be tried in the Admiralty; and no Prohibition ſhall be granted. In the laſt War between us and *Denmark*, a *Scotch* Privateer took a Ship as Prize, being a *Daniſh* one, and ſhe was condemned as a lawful Prize by the Admiralty in *Scotland*; and brought her upon the Land; and *S.* libelled in the Admiralty of *England*, ſuggeſting that ſhe was not a *Denmarker*, but a Ship of *London*. *Per Curiam*. In as much that the Matter is Prize, or not Prize, no Prohibition.

Raymond 473. *Hughs* a *Cornelius* & alios. *Turner* and *Cary* cont. *Neele*, 1 *Lev.* 243. 1 *Sid* 367. 2 *Keeble* 360, 364. 1 *Vent.* 173.

One who had Letters of Marque in the late *Dutch* War, took an *Oſtender* for a *Dutch* Ship, and brought her into Harbour, and libelled againſt her as Prize, and the *Oſtender* libelled in the Admiralty againſt the Captor for Damages ſuſtained, by Hurt the Ship had received in Port, and a Prohibition was prayed, becauſe the Suit was for Damage done in Port, for which an Action lies at the *Common Law*; but the Prohibition was denied, as the Original was a Caption at Sea, and the bringing her into Port, in order to have her condemned as Prize, is but a Conſequence of it, and

and not only the Original, but alſo the Conſequences ſhall be tried there.

And therefore if he who hath Letters of Marque or Repriſal, takes the Ships and Goods of that Nation, againſt whom the ſame are awarded, and carries them into the Port of any Neuter Nation; the Owners may there ſeize her, or there the Admiral may lawfully make Reſtitution as well of the Ships and Goods to the Owners, as the Captive Perſons to their Liberty, for that the ſame ought firſt to have been brought *infra Præſidia* of that Prince or State, by whoſe Subjects, and under whoſe Commiſſion, the ſame was taken.

Barthol. in Lege ſi quid Bello D. de Cap. Ang. & Salic. in Leg. ab Hoſtibus C. de Capt. Conſt. Gall. 20. Tit. 13. Art. 24. Conſul Maris 287.

And this is entirely agreeable to the *Common Law*; for a *Dunkirker* having taken a *French* Veſſel was driven into *Weymouth*, and ſold her there, before ſhe was brought *infra præſidia Dom. Regis Hiſp.* and in this Caſe it was ruled, that if a Ship be taken by Piracy or Letters of Marque and Repriſal, and is not brought *infra præſidia* of that Prince or State, by whoſe Subjects the ſame was taken; it could not become a lawful Prize, nor were the Owners by ſuch a Capture diveſted of their Property; but if the Caption be by King's Ships, the Property will be immediately in the Captors, and never be diveſted, unleſs afterwards it be recovered by its former Proprietors, or be in Battle regained.

Trin. 17. *Car.* I. in B.R. *March* Rep. 110. 2 *Keeble* 441. *Norris* a *Bercley.*

If two Ships with Letters of Marque accidentally meet with a Prize at Sea, and though only one attacks and takes her, yet the other being in Sight ſhall have an equal Share of the Prize, tho' he afforded no Aſſiſtance in her Capture; becauſe his Preſence however ſtruck a Terror in the Enemy; and made him yield, which perhaps he would not have done, had his Conqueror been ſingle; ſo that all Ships that are in ſight, tho' they cannot come up to aſſiſt in the Engagement, are entitled by the *Common Law* to an equal Diſtribution in the Spoil.

Mich. 32. *Eliz.* *Somers* and Sir *Richard Bulkley*'s Caſe. *Leonard* 2. Part 182.

But if thoſe to whom Letters of Marque are granted, ſhould inſtead of taking the Ships and Goods, appertaining to that Nation, againſt which the ſaid Letters are awarded, *Wilfully* take, or ſpoil the Goods of another Nation in Amity, this would amount to a downright *Piracy*, and the Perſons ſo offending, would for ſuch Fault forfeit their Veſſel (and the Penalties in which their Securities are according to late Cuſtom bound on taking out ſuch Letters) notwithſtanding their Commiſſion; but this muſt be underſtood, where ſuch a Capture is done in a piratical Manner; for if it is made upon a ſtrong Preſumption, ſupported by many Circumſtances and Appearances, that the Caption is juſt, as belonging to him againſt whom the Repriſals are granted, tho' if on Examination it prove otherwiſe, and the ſuffering Parties have their Ship and Goods reſtored, yet the Captors are not liable to Puniſhment (though ſometimes they may be to Damages.) On the contrary they are juſtified in endeavouring to recover their Right, or diſtreſs the Enemy (for which the Letters were granted them) though in effecting it they may be miſtaken, as it is natural for the Enemy to cover their Effects in the beſt Manner they can: It would be impoſſible always to determine the Affair at Sea, therefore it is allowable to bring a dubious Capture into Port, in order to a more nice and juſt Scrutiny and Inſpection, otherwiſe the Goods of an Enemy would often eſcape, as has frequently happened in the late Rupture. However, to guard againſt unlawful Seizures, the Government have wiſely directed ſufficient Caution be given (as beforementioned) for the due Obſervance of the Letters according to Law, before they permit their iſſuing; and where there is a Breach committed, the Penalties are inflicted

Rolls Abridg. F. 530. *Moor* 776.

And in order to avoid all illegal Proceedings, but to act with due Regularity and Conformity with the Tenour of the Letters granted, whenever a Prize is taken, and brought *infra præſidia*, the Captor muſt exhibit all the Ship's Papers and captivated Mariners to be examined in order to Adjudication, till when Bulk ought not to be broken, nor may the Captain of the Captor ſuffer any Embezzlement of the Lading, or ſell, barter, or diſpoſe of any Part without Commiſſion, as the ſubſequent Acts will ſhew.

The Uſe of theſe ſort of Veſſels we were taught by our Neighbours, and obliged by their Example to encourage them, who in the firſt long War almoſt covered the Seas, and like Locuſts devoured every thing they could overpower; and in the late Embroils we ſufficiently experienced their Utility, if diſtreſſing the Enemy may be termed ſo, as they advantageouſly inculcated the Leſſon on the original Teachers, and almoſt ruined the Trade of the firſt Inventors of theſe Annoyances, ſo deſtructive to the peaceful mercantile Employ; and that we might not be tardy in encountering the Enemy, at their Weapons, the Legiſlature have thought proper to encourage this Way of moleſting them, in the following Acts, which I inſert at length,

length, though a great Part being only temporary is now expired, but will in all Probability be revived in any future War.

The Lord High Admiral, Commiſ- 13 *Geo.* II. ſioners of the Admiralty, or any three P. 132. of them, or their Deputies elſewhere, ſhall, after the 4th Day of *January*, 1739, grant Commiſſions, or Letters of Marque (on requeſt of any Owners of Veſſels, on their giving the uſual Security) to any Perſon whom ſuch Owner ſhall nominate Commander, or in caſe of Death ſucceſſive Commanders, of ſuch Veſſels (except only for the Payment of the Tenths of the Prizes to the Lord High Admiral, or Commiſſioners of the Admiralty, for the Attacking and Taking any Fortreſs by Land, or any Ship, Stores, Merchandiſes, *&c.* poſſeſſed by the Enemy, in any Sea, Creek, Haven, or River, and that ſuch Ship, *&c.* (being firſt P. 133. adjudged lawful Prize) ſhall wholly belong to the Owners of ſuch Privateers, and the Captors in ſuch Proportions as ſhall have been beforehand agreed on between themſelves, paying the Duties hereafter mentioned.

The Judge, *&c.* of ſuch Court of Admiralty, ſhall, if requeſted thereto, finiſh within five Days the uſual preparatory Examination for Trial of Prizes, and the proper Monition ſhall be iſſued and executed in three Days after Requeſt; and in caſe no Claim of ſuch Capture ſhall be duly entered, and atteſted on Oath, giving twenty Days Notice after the P. 134. Execution of ſuch Monition; or if there be ſuch Claim, and the Claimants ſhall not, within five Days, give Security (to be approved of by ſuch Court of Admiralty) to pay double Coſts to the Captors, in caſe the ſame be judged lawful Prize, that then the Judge, *&c.* of ſuch Court of Admiralty, on producing to him the Examinations, or Copies thereof, and producing on Oath all Papers taken in ſuch Capture, or on Oath made that no ſuch Papers were found, ſhall immediately acquit ſuch Capture, or condemn it as lawful Prize. And in caſe ſuch Claim be duly entered, and Security given, and no Occaſion appears to examine diſtant Witneſſes, then ſuch Judge, *&c.* ſhall examine the preſent Witneſſes and within ten Days after Claim and Security, proceed to ſentence the Capture as aforeſaid. But if the Matter appear doubtful to the Judge, *&c.* and it be found neceſſary to examine Witneſſes remote from ſuch Court of Admiralty, and ſuch Examination be deſired, and an abſolute Determination inſiſted on, on both Sides, then the Capture ſhall be appraiſed forthwith, by ſworn Appraiſers, on the Part of the Captor; for which Purpoſe the Judge ſhall cauſe the Goods found on board, to be unladen, and put into proper Warehouſes, with ſeparate Locks, of the Collector, and Comptroller of the Cuſtoms, and where there is no Comptroller, of the naval Officer, and the Agents of the P. 135. Captors and Claimants, at the Charge of the Parties deſiring the ſame; the Claimants giving Security within fourteen Days after making ſuch Claim, to pay the Captors the full Value appraiſed, if adjudged lawful Prize; after which Security, the Judge ſhall order the ſaid Prize to be delivered to the Claimants, or their Agents.

And if the Claimants refuſe to give Security, the Judge ſhall take Security of the Captors, to be approved by the Claimants, to pay the Claimants the appraiſed Value, if it be adjudged not lawful Prize; and the Judge ſhall proceed thereupon to make an interlocutory Order, for delivering the ſame to the Captors or their Agents.

All Captures brought into any of our *American* Colonies, ſhall ſtay there without breaking Bulk, under the joint Care of the Collector and Comptroller of the Cuſtoms; or where there is no Comptroller, of the Naval Officer of that Port, and the Captors and their Agents, 'till the ſame ſhall be cleared or condemned by final Sentence; and on Condemnation as lawful Prize, if taken by a Privateer, ſhall be immediately delivered to the Captors and their Agents, ſubject to their own Diſpoſal.

If any Judges, or other Officers in his Majeſty's Dominions abroad, ne- P. 136. glect to perform any of the Matters to them referred, relating to Diſcharging or Condemning the Captures, as aforeſaid, they ſhall forfeit 500*l.* *&c.*

There ſhall not be paid above 10*l.* to all the Judges and Officers of any Court of Admiralty abroad, for Condemnation of any Capture under 100 Tons Burden, nor above 15*l.* if the Capture be of that, or any greater Burden; and on Payment of either of the ſaid Sums, the Judges, *&c.* ſhall be liable to all the ſeveral Penalties impoſed by this Act, if they neglect to do their Duties within the reſpective Times limited.

If any Captors or Claimants ſhall not be ſatisfied with the Sentence given, in ſuch Court of Admiralty abroad, they may appeal to Commiſſioners appointed under the Great Seal of *Great-Britain*, for determining ſuch Appeals; to be P. 137. allowed as Appeals to ſuch Commiſſioners as are now allowed from the Court of Admiralty in *England*, if it be within fourteen Days after Sentence, and Security given to proſecute with Effect, and pay treble Coſts if the Sentence be affirmed; provided the

the Execution of any Sentence appealed from, ſhall not be ſuſpended, if the Parties appellate give Security to the Court who paſſed Sentence, to reſtore the Ship, *&c.* or the Value, to the Appellants, if the Sentence be reverſed.

Any Commanders, Officers, *&c.* who ſhall embezzle any Part of the Capture, ſhall forfeit treble the Value of ſuch Imbezzlement, *&c.*

Provided that nothing in this Act contained, ſhall exempt any Prizes from paying the uſual Cuſtoms, or being ſubject to the Laws in being, in any of his Majeſty's Dominions.

p. 139. His Majeſty, his Heirs, *&c.* are impowered to grant Charters, Commiſſions, *&c.* in this, or any future War, to enable any Societies, or particular Perſons, to join in any Adventures by Sea or Land in *America*, to ſurprize, take, or deſtroy, any Moveables or Immoveables belonging to the Enemy, and to veſt the Property of all Things ſo taken in any Parts of *America*, whether Ships, Goods, Stores of War, Settlements, Factories, Places of Strength, *&c.* together with all Profits and Advantages accruing from the ſame, in what Manner, and under ſuch Regulations as his Majeſty, his Heirs, *&c.* ſhall think fit, and to confirm the ſaid Benefits by any farther Grants.

Provided that no Charter, *&c.* ſhall reſtrain any of his Majeſty's Subjects from having a free Trade to any Part of *America*.

p. 140. There ſhall be paid by the Treaſurer of the Navy, on Bills made forth by the Commiſſioners, to be paid according to Courſe, without Fee, to the Officers, Seamen, *&c.* that ſhall have been on board ſuch Privateers, in any Action where any Ships of War or Privateers ſhall be taken from the Enemy or deſtroyed, 5*l.* for every Man which was living on board any Ship ſo taken or deſtroyed, at the Beginning of the Engagement between them; the Numbers to be proved by the Oaths of three or more of the chief Officers or Men belonging to ſuch Ships of the Enemy, at the Time of their being taken or deſtroyed, before the Mayor, or other chief Magiſtrate of the Port whereto ſuch Prize, or the Men of any Ship deſtroyed, ſhall be brought; which Oaths the ſaid Mayor, *&c.* is hereby required to adminiſter, and grant a Certificate thereof, without Fee, directed to the Commiſſioners of the Navy; upon producing which Certificate, with an authentic Copy of the Condemnation of ſuch Ship ſo taken, or if deſtroyed, on producing a Certificate from the Mayor, *&c.* the Commiſſioners or their Agents ſhall, within fifteen Days, make out Bills for the Amount of ſuch Bounty, directed to the Treaſurer of the Navy, payable to, and to be divided among, the Owners, Officers, *&c.* of any Privateer, as by written Agreement among themſelves ſhall be directed.

The Bills made out for the Bounty aforeſaid ſhall be payable to the Agents of Owners, *&c.* of Privateers, to be divided as by written Contract, *&c.* p. 141.

All Captures, commonly called *Flota Ships*, or *Galleons*, or any Regiſter Ships, bound from *Buenos Ayres*, or *Honduras*, or any Goods on board the ſaid Ships, ſhall be adjudged in his Majeſty's High Court of Admiralty, and not by any Courts of Admiralty out of *Great-Britain*.

If any Ships, *&c.* belonging to his Majeſty's Subjects, ſhall be taken by the Enemy, and afterwards retaken by any Men of War, or Privateers, under his Majeſty's Protection, the ſaid Ships, *&c.* ſo retaken, ſhall be reſtored to their proper Owners, paying in Lieu of Salvage, an eighth Part of the Value, after having been in Poſſeſſion of the Enemy twenty-four Hours; and if above twenty-four Hours, and under forty-eight Hours, a fifth Part; and if above forty-eight Hours, and under ninety-ſix Hours, a third Part, and if above ninety-ſix Hours, a Moiety thereof: all which Payments ſhall be made without Deduction: and if any Ship, ſo retaken, ſhall appear to have been ſet forth by the Enemy, while in their Cuſtody, as a Man of War, the Owners of ſuch Ship retaken, ſhall pay a full Moiety of the real Value, without Deduction. p. 142.

If any Ship, *&c.* be taken by any Privateer, through Conſent or Connivance; ſuch Ship, *&c.* as alſo the Tackle, Apparel, Furniture, and Ammunition of ſuch Privateer, ſhall be judged good Prize; and the Bond given by the Captain ſhall be forfeited to his Majeſty, *&c.*

No Privateers, touching at any of the *American* Plantations, ſhall carry from thence any Servant, without Conſent of the Owner, or any other Perſon without his Ticket of Leave to depart, but in all Caſes be ſubject to the Laws of the Country. p. 143.

For the Encouragement of the Officers and Seamen of his Majeſty's Ships of War, and of all other *Britiſh* Ships, having Commiſſions, or Letters of Marque; and for inducing *Britiſh* Seamen, who may be in any foreign Service to return into this Kingdom, and become ſerviceable to his Majeſty, and for the more effectual ſecuring and extending the Trade of his 17 *Geo.* II. p. 691. 692. p. 705.

Majeſty's

Majeſty's Subjects, *It is enacted*, (the ſame as the preceding Act entire with the following Additions, *viz.*) That all Commanders of private Ships of War, or Merchant Ships having Letters of Marque, ſhall on going into any of thoſe Ports or Harbours, be ſubject to the ſeveral Directions and Forfeitures by ſuch Laws made and provided.

Some Doubts having ariſen upon the Conſtruction of ſeveral Clauſes in the foregoing Act of 13 *Geo.* II. *It is therefore enacted*, That after the firſt Day of *July*, 1744, all Proceedings in any of his Majeſty's Courts of Admiralty, concerning the Adjudication and Condemnation of Prizes taken from the *Spaniards*, ſhall be according to the Method directed and preſcribed by this preſent Act.

Nothing in this Act contained ſhall reſtrain his Majeſty, his Heirs and Succeſſors, from giving ſuch further Rules and Directions to his reſpective Courts of Admiralty, for the Adjudication and Condemnation of Prizes, as his Majeſty, *&c.* with Advice of his Privy Council ſhall be thought neceſſary.

And as in all private Ships of War or Merchants Ships that ſhall take out Letters of Marque, it is expedient for the better Diſcipline and Government of ſuch Ships, that all Perſons who ſhall enter themſelves on board, ſhould be under proper Regulations, to pay Obedience to the lawful Commands of the chief Commanders of the ſaid Ships: *It is therefore enacted*, That all Offences committed by any Officer or Seaman, on board any Privateer or Merchant Ship, taking Letters of Marque, during the preſent War with *Spain* or *France*, ſhall be puniſhed in ſuch Manner, as the like Offences are puniſhable on board his Majeſty's Ships of War.

All Offenders who ſhall be accuſed of ſuch Crimes as are cognizable only by a Court Martial, ſhall be confined on board ſuch Privateer, *&c.* in which ſuch Offence ſhall be committed, until they ſhall arrive in ſome Port in *Great-Britain* or *Ireland*,
p. 706. or can meet with ſuch a Number of his Majeſty's Ships of War abroad, as are ſufficient to make a Court Martial; and upon Application made by the Commander of ſuch Privateer to the Lord High Admiral of *Great-Britain* or the Commander in Chief of his Majeſty's ſaid Ships of War abroad; they are hereby authorized and required to call a Court Martial, for trying and puniſhing the ſaid Offences.

For Advancement of the Trade of
19 *Geo.* II. *Great-Britain*, to, and in, the ſeveral
p. 487. *Britiſh* Sugar Colonies in the *Weſt-Indies* in *America*, for the better Encouragement of his Majeſty's Ships, and private Ships of War, and the Annoying and Diminiſhing the Power and Wealth of his Majeſty's Enemies in thoſe Parts; and for the Increaſe of Shipping and Seamen, for theſe and other Services; *it is enacted*, that no Mariner, or other Perſon, who ſhall ſerve, or be retained to ſerve on board any Privateer, or trading Veſſel, that ſhall be employed in any of the *Britiſh* Sugar Colonies in the *Weſt Indies* in *America*, *&c.* ſhall be impreſſed or taken away by any Officer belonging to any of his Majeſty's Ships of War, unleſs ſuch Mariner ſhall have before deſer-
ted from ſuch Ship of War, at any p. 488.
Time after the 24th of *June*, 1746, upon Pain that the Officer ſo impreſſing, *&c.* contrary to the Tenour and true Meaning of this Act, ſhall forfeit to the Maſter or Owners of ſuch Veſſel, 50*l.* for every Man he ſhall take, with full Coſts of Suit, *&c.*

Every Maſter or Commander of a Privateer, or trading Veſſel, before he ſhall receive in any of the Parts aforeſaid any Seaman, *&c.* to ſerve on board, ſhall endeavour by all the Means that he reaſonably can, to diſcover whether ſuch Perſon hath deſerted from any Man of War; and in caſe any Commander ſhall receive any Mariner on board, without firſt having made ſuch Endeavour towards a Diſcovery, or if he ſhall know ſuch a one to be a Deſerter, he ſhall forfeit 50*l.* for every Man he ſhall ſo entertain, *&c.*

And every Maſter of a Merchant
Ship, or Commander of a Privateer, p. 489.
before he ſhall ſet ſail from any Port belonging to any of the ſaid *Britiſh* Sugar Colonies, ſhall deliver to the chief Officer of the Cuſtoms of the Port he ſails from, an exact Liſt of all the Men belonging to ſuch Veſſel, containing their Names, Ages, and Deſcription of their Perſons, upon Pain of forfeiting 10*l.* for every Man he ſhall receive on board, *&c.*

Upon the Death or Alteration of any Seaman, the Liſt muſt be altered, and ſhewn to Captains of Men of War, and in caſe any Man belonging to his Majeſty's Ships of War ſhall be found on board, whoſe Name is not in the Liſt, the Maſter or Commander ſhall forfeit 50*l.* for every ſuch Man, *&c.*

The Preamble ſets forth, that by the
preceding Act of 13 *Geo.* II. the ſole 20 *Geo.* II.
Property of all Veſſels and Merchan- p. 591.
diſe taken from the *Spaniards*, is given to the Officers, *&c.* on board every Privateer (being firſt adjudged lawful Prize) and diverſe Rules are therein eſtabliſhed for the Condemna-
tion of ſuch Prizes; and by the ſaid p. 592.

Act, a Bounty is given to the Officers and Seamen, on their taking or deſtroying the Enemy's Ships, and that by the foregoing Act of 17 *Geo.* II. it was found neceſſary that the ſame Encouragement ſhould be given to the Captors of *French* Ships, &c.

p. 595. All Sales, Bills of Sale, Contracts, Agreements, and Aſſignments of Shares of Prizes, &c. taken from the Enemy by Ships of War, or having Letters of Marque, which ſhall be made at any Time, after the ſaid 1ſt of *June*, ſhall be void and of none Effect.

The Agents are to pay the reſpective Shares of Prizes and Bounty Money to all Seamen, &c. as ſhall appear in Perſon, or, in their Abſence, to their lawful Attornies, impowered by them, in Manner hereinafter directed, or to their Executors, &c. without any Regard to Bargain or Sale whatſoever, concerning the ſame.

After the ſaid 1ſt of *June*, no Letter of Attorney, made by any Seaman, &c. in any Ship of War, or having Letters of Marque, or by their Executors, &c. in order to impower any Perſon to receive any Share of Prizes or Bounty Money, ſhall be valid, unleſs the ſame be made revocable, and for the Uſe of ſuch Seaman, and be ſigned and executed before, and atteſted by, the Captain and one other of the ſigning Officers of the Ship, or the Mayor or chief Magiſtrate of ſome Corporation.

LETTERS OF MARQUE. The Method of Procuring a Letter of Marque, is, by firſt applying to the Admiralty Office, to deſire it, where you muſt give in the Name of the Ship and Captain you aſk it for, with her Burden, and the Number of her Guns and Men, when (in conformity with the aforementioned Acts of Parliament made for that Purpoſe) you will receive an Order (a Copy of which you have herewith) to the Judge of the Admiralty, for the Time being, at *Doctors Commons*, to make out the requeſted Commiſſion, on the Parties Compliance with the uſual Terms, which are, to give Bond by two Sureties joined with the Captain, in the Penalty of 3000*l.* if the Ship carries above 150 Men; and if a leſſer Number, in the Sum of 1500*l.* for his due Obſervance of the Inſtructions that are always given with the Commiſſion, as will be ſhewn by the Duplicates of them both hereto adjoyned, and this muſt be executed by them, previous to their obtaining what they ſollicit for, and conſequently on your Application to the Judge, you muſt carry the Commander and two Bondſmen with you, and give in their Names, beſides thoſe of the Lieutenants, Gunner, Boatſwain, Carpenter, Cook, and Surgeon; adding likewiſe the following Particulars, *viz.*

Suppoſe the Ship 220 Tons,
20 Guns,
120 Men,
120 Small Arms,
120 Cutlaſſes,
Barrels of Powder,
⊕ Weight of Shot,
Victuals for ſix Months,
2 Suits of Sails,
4 Anchors,
4 Cables,
About ⊕ Weight of ſpare Cordage.

The Expence at the Admiralty Office is 1*l.* 2*s.* 6*d.* and at the Commons 9*l.* 14*s.* 6*d.* but Proctors (when employed) generally charge fifteen Guineas, and a Broker only twelve, which latter is far from being extravagant, when his Loſs of Time and Attendance is conſidered, in the Solicitation; beſides, he is almoſt always one of the Bondſmen (as theſe muſt have no Concern or Intereſt in the Ship;) and for this, he takes, or ought to take, an Indemnification from her Owners.

An ORDER *from the Lords of the Admiralty to the Judge of the High Court of Admiralty, to make out the Commiſſion.*

By the Commiſſioners for executing the Office of Lord High Admiral of Great-Britain *and* Ireland, &c.

WHEREAS by his Majeſty's Commiſſion under the Great Seal of *Great-Britain*, bearing Date the We are required and authorized to iſſue forth and grant Commiſſions to any of his Majeſty's Subjects, or others, who we ſhall deem fitly qualified in that Behalf, for the apprehending, ſeizing, and taking the Ships, Veſſels, and Goods belonging to or the Vaſſals and Subjects of the King, or others inhabiting within any of his Countries, Territories, and Dominions, and ſuch other Ships, Veſſels, and Goods, as are or ſhall be liable to Confiſcation, purſuant to the Reſpective Treaties between his Majeſty and other Princes, States and Potentates, and to bring the ſame to Judgment in his Majeſty's High Court of Admiralty of *England*, or ſuch other Court of Admiralty, as ſhall be lawfully authorized in that Behalf, for Proceedings and Adjudication and

and Condemnation to be thereupon had, according to the Courſe of Admiralty and Laws of Nations, with other Powers in the ſaid Commiſſion expreſſed; a Copy whereof, together with his Majeſty's Inſtructions under his Royal Signet and Sign Manual, remains with you: THESE are therefore to will and require you, forthwith to cauſe a Commiſſion or Letter of Marque to be iſſued out of the High Court of Admiralty unto Commander of the Ship called the Burthen about Tons, mounted with Guns, and navigated with Men, to ſet forth in Warlike Manner, the ſaid Ship called the whereof the ſaid is Commander, and to apprehend, ſeize, and take the Ships, Veſſels and Goods belonging to or the Vaſſals and Subjects of the King, or others inhabiting within any of his Countries, Territories, and Dominions, and ſuch other Ships, Veſſels and Goods, as are or ſhall be liable to Confiſcation, purſuant to the reſpective Treaties between his Majeſty and other Princes, States and Potentates, according to his Majeſty's Commiſſion and Inſtructions aforeſaid. And you are to inſert therein a Clauſe, enjoyning the ſaid to keep an exact Journal of his Proceedings, and therein particularly to take Notice of all Prizes which ſhall be taken by him, the Nature of ſuch Prizes, the Time and Place of their being taken, and the Value of them as near as he can judge; as alſo the Station, Motion, and Strength of the Enemy as well as he can diſcover, by the beſt Intelligence he can get; of which he is from Time to Time, as he ſhall have Opportunity, to tranſmit an Account to our Secretary, and to keep Correſpondence with him by all Opportunities that ſhall preſent. PROVIDED always, that before you iſſue ſuch Commiſſion, Security be given thereupon, according as is directed by his Majeſty's Inſtructions aforementioned, and hath been uſed in ſuch Caſes. The ſaid Commiſſion to continue in Force until further Order: For which this ſhall be your Warrant. Given under our Hands, and the Seal of the Office of Admiralty this Day of 174

To Sir Henry Penrice, *Knight, Judge of the High Court of Admiralty.*

By Command of their Lordſhips,

The Commiſſion.

GEORGE the Second, by the Grace of God King of *Great-Britain*, *France*, and *Ireland*, Defender of the Faith; TO ALL PEOPLE to whom theſe Preſents ſhall come greeting: WHEREAS We, by our Declaration of the nineteenth Day of *October*, in the Year of our Lord *one thouſand ſeven hundred and thirty-nine*, for the Reaſons therein contained, have declared War againſt *Spain*; AND WHEREAS We by our Declaration of the twenty-ninth Day of *March*, in the Year of our Lord *one thouſand ſeven hundred and forty-four*, for the Reaſons therein contained, have declared War againſt *France*. AND WHEREAS We by our Commiſſion under our Great Seal of *Great-Britain*, bearing Date the eighteenth Day of *June* following, have willed, required, and authorized our High Admiral of *Great-Britain* and *Ireland*, *&c.* for the Time being, and our Commiſſioners for executing the Office of our High Admiral of *Great-Britain* and *Ireland*, *&c.* and the Commiſſioners for executing the ſaid Office for the Time being, or any three or more of them, to iſſue forth and grant Commiſſions to any of our loving Subjects or others, whom our High Admiral aforeſaid, or our ſaid Commiſſioners for executing the ſaid Office, and the Commiſſioners for executing the ſame for the Time being, ſhall deem fitly qualified in that Behalf, for the apprehending, ſeizing, and taking the Ships, Veſſels, and Goods belonging to *France* and *Spain*, or the Vaſſals and Subjects of the *French* King or King of *Spain*, or either of them, or others inhabiting within any of their or either of their Countries, Territories, and Dominions, and ſuch other Ships, Veſſels, and Goods as are or ſhall be liable to Confiſcation, purſuant to the reſpective Treaties between us and other Princes, States, and Potentates, and to bring the ſame to Judgment in our High Court of Admiralty of *England*, or ſuch other Court of Admiralty as ſhall be lawfully authorized in that Behalf for Proceedings and Adjudications, and Condemnation to be thereupon had according to the Courſe of Admiralty and Laws of Nations, and with ſuch Clauſes to be therein inſerted, and in ſuch Manner, as by our ſaid Commiſſion more at large appeareth. AND WHEREAS our ſaid Commiſſioners for executing the Office of our High Admiral aforeſaid have thought fitly qualified, who hath equipped, furniſhed, and victualled a Ship called of the Burthen of about Tons, whereof he the ſaid is Commander; AND WHEREAS the ſaid hath given ſufficient Bail, with

with Sureties, to us in our ſaid High Court of Admiralty, according to the Effect and Form ſet down in our Inſtructions made the ſaid eighteenth Day of *June*, *one thouſand ſeven hundred and forty-four*, and in the eighteenth Year of our Reign, a Copy whereof is given to the ſaid Captain

KNOW YE THEREFORE, that We do by theſe Preſents grant Commiſſion to, and do licenſe and authorize the ſaid to ſet forth in warlike Manner the ſaid Ship called the under his own Command, and therewith, by Force of Arms, to apprehend, ſeize, and take, the Ships, Veſſels, and Goods, belonging to *France*, and *Spain*, or the Vaſſals and Subjects of the *French* King or King of *Spain*, or either of them, or others inhabiting within any of their or either of their Countries, Territories, and Dominions, and ſuch other Ships, Veſſels, and Goods as are or ſhall be liable to Confiſcation, purſuant to the reſpective Treaties between us and other Princes, States, and Potentates, and to bring the ſame to ſuch Port as ſhall be moſt convenient, in order to have them legally adjudged in our ſaid High Court of Admiralty of *England*, or before the Judges of ſuch other Admiralty Court as ſhall be lawfully authorized within our Dominions, which being condemned, it ſhall and may be lawful for the ſaid to ſell and diſpoſe of ſuch Ships, Veſſels, and Goods, ſo adjudged and condemned, in ſuch Sort and Manner as by the Courſe of Admiralty hath been accuſtomed, except in ſuch Caſes where it is otherwiſe directed by our ſaid Inſtructions. PROVIDED always, that the ſaid keep an exact Journal of his Proceedings, and therein particularly take Notice of all Prizes which ſhall be taken by him, the Nature of ſuch Prizes, the Times and Places of their being taken, and the Values of them, as near as he can judge; as alſo of the Station, Motion, and Strength of the Enemies, as well as he or his Mariners can diſcover by the beſt Intelligence he can get, and alſo of whatſoever elſe ſhall occur unto him, or any of his Officers or Mariners, or be diſcovered or diſcloſed unto him or them, or found out by Examination or Conference with any Mariners or Paſſengers of, or in, any the Ships or Veſſels taken, or by any other Perſon or Perſons, or by any other Ways or Means whatſoever, touching or concerning the Deſigns of the Enemies, or any of their Fleets, Veſſels, or Parties, and of their Stations, Ports, and Places, and of their Intents therein, and of what Merchant Ships or Veſſels of the Enemies bound out or home, or to any other Place as he or his Officers or Mariners ſhall hear of, and of what elſe material in thoſe Caſes may arrive to his or their Knowledge; of all which he ſhall from Time to Time, as he ſhall or may have Opportunity, tranſmit an Account to our High Admiral of *Great-Britain* for the Time being, or our ſaid Commiſſioners for executing the Office of our High Admiral aforeſaid, or the Commiſſioners for executing that Office for the Time being, or their Secretary, and to keep a Correſpondence with him or them by all Opportunities that ſhall preſent. AND FURTHER PROVIDED, that nothing be done by the ſaid or any of his Officers, Mariners, and Company, contrary to the true Meaning of our foreſaid Inſtructions, but that the ſaid Inſtructions ſhall be by them and each and every of them, as far as they or any of them are therein concerned, in all Particulars well and duly performed and obſerved. AND We pray and deſire all Kings, Princes, Potentates, Eſtates, and Republicks, being our Friends and Allies, and all others to whom it ſhall appertain, to give the ſaid all Aid, Aſſiſtance, and Succour, in their Ports, with his ſaid Ship, Company, and Prizes, without doing or ſuffering to be done to him any Wrong, Trouble or Hindrance, We offering to do the like when we ſhall be by them thereunto deſired. AND We will and require all our Officers whatſoever, to give him Succour and Aſſiſtance as Occaſion ſhall require. IN WITNESS whereof we have cauſed the Great Seal of our High Court of Admiralty of *England* to be hereunto affixed. Given at *London*, the Day of in the Year of our Lord *one thouſand ſeven hundred and forty-four*, and in the eighteenth Year of our Reign.

Regiſter.

Extracted from the Regiſtry of the Court of Admiralty of *England*.

GEORGE R.

INSTRUCTIONS *for the Commanders of ſuch Merchant Ships and Veſſels as may have* LETTERS *of Marque, or Commiſſions for Private Men of War againſt the King of* Spain, *his Vaſſals and Subjects, or others inhabiting within any of his Countries, Territories, or Dominions, by virtue of our Commiſſion granted under the Great Seal of* Great-Britain, *bearing Date the thirtieth Day of* November, 1739. *Given*

Given at our Court at St. James's, *the thirtieth Day of* November, 1739, *in the thirteenth Year of our Reign.*

I. THAT it ſhall be lawful for the ſaid Commanders of Merchant Ships and Veſſels authorized by Letters of Marque, or Commiſſions for private Men of War, to ſet upon by Force of Arms, and ſubdue and take the Men of War, Ships and other Veſſels whatſoever; as alſo the Goods, Monies, and Merchandiſes belonging to the King of *Spain*, his Vaſſals and Subjects, and others inhabiting within any of his Countries, Territories and Dominions, and ſuch other Ships, Veſſels, and Goods, as are, or ſhall be, liable to Confiſcation, purſuant to the Treaties between us and other Princes, States, and Potentates: But ſo as that no Hoſtility be committed, nor Prize attacked, ſeized, or taken, within the Harbours of Princes and States in Amity with us, or in their Rivers and Roads within Shot of their Cannon.

II. That all Ships of what Nation ſoever, carrying any Soldiers, Arms, Powder, Ammunition, or any other Contraband Goods, to any of the Territories, Lands, Plantations, or Countries of the King of *Spain*, ſhall be ſeized as Prizes.

III. That the ſaid Commanders of ſuch Merchant Ships and Veſſels ſhall bring ſuch Ships and Goods as they have ſeized, or ſhall ſo ſeize and take, to ſuch Port of this our Realm of *England*, or ſome other Port of our Dominions as ſhall be moſt convenient for them, in order to have the ſame legally adjudged in our High Court of Admiralty of *England*, or before the Judges of ſuch other Admiralty Court, as ſhall be lawfully authorized within our Dominions: But if ſuch Prize be taken in the *Mediterranean*, or within the *Streights* of *Gibraltar*, then the Captor may, if he doth not think fit to bring the ſame to ſome Port of *England*, or other our Dominions, carry ſuch Ship and Goods into the Ports of ſuch Princes or States as are in Alliance or Amity with us.

IV. That after ſuch Ship ſhall be taken and brought into any Port, the Taker ſhall be obliged to bring or ſend, as ſoon as poſſible may be, three or four of the principal of the Company (whereof the Maſter and the Pilot to be always two) of every Ship ſo brought into Port, before the Judge of the Admiralty of *England*, or his Surrogate, or before the Judge of ſuch other Admiralty-Court, within our Dominions, as ſhall be lawfully authorized as aforeſaid, or ſuch as ſhall be lawfully commiſſioned in that behalf, to be ſworn and examined upon ſuch Interrogatories as ſhall tend to the Diſcovery of the Truth, touching the Intereſt or Property of ſuch Ship or Ships, and of the Goods and Merchandizes found therein: And the Taker ſhall be further obliged at the Time he produceth the Company to be examined, to bring and deliver into the Hands of the Judge of the Admiralty of *England*, his Surrogate, or the Judge of ſuch other Admiralty-Courts within our Dominions, as ſhall be lawfully authorized, or others commiſſioned as aforeſaid, all ſuch Paſſes, Sea-Briefs, Charter-parties, Bills of Lading, Cockets, Letters, and other Documents and Writings as ſhall be delivered up, or found on board any ſuch Ship; the ſaid Taker, or one of his chief Officers, who was preſent, and ſaw the ſaid Papers and Writings delivered up, or otherwiſe found on board at the Time of the Capture, making Oath, that the ſaid Papers and Writings are brought and delivered in, as they were received or taken, without any Fraud, Addition, Subduction or Imbezzlement.

V. That ſuch Ships, Goods, and Merchandiſes, taken by Virtue of Letters of Marque or Commiſſions for private Men of War, ſhall be kept and preſerved, and no Part of them ſhall be ſold, ſpoiled, waſted, or diminiſhed, and that the Bulk thereof ſhall not be broken before Judgment be given in the High Court of Admiralty of *England*, or ſome other Court of Admiralty lawfully authorized in that Behalf, that the Ships, Goods, and Merchandizes are lawful Prize; and that no Perſon, or Perſons taken, or ſurprized in any Ship, or Veſſel, as aforeſaid, though known to be of the Enemy's Party, ſhall be in cold Blood killed, maimed, or by Torture or Cruelty inhumanly treated, contrary to the common Uſage and juſt Permiſſion of War. And whoſoever ſhall offend in any of the Premiſſes, ſhall be ſeverely puniſhed.

VI. That the ſaid Commanders of ſuch Merchant Ships and Veſſels, who ſhall obtain the ſaid Letters of Marque or Commiſſions, as aforeſaid, for Private Men of War, ſhall not do or attempt any thing againſt the true Meaning of any Article or Articles, Treaty or Treaties, depending between us and any of our Allies, touching the Freedom of Commerce in the Time of War, and the Authority of the Paſſports, or Certificates under a certain Form in ſome one of the Articles or Treaties ſo depending between us and our Allies, as aforeſaid, when produced and ſhewed by any of the Subjects of our ſaid Allies, and ſhall not do or attempt any thing againſt our loving Subjects, or the Subjects of any Prince or State in Amity with us, nor againſt their Ships, Veſſels, or Goods, but only againſt the King of *Spain*, his Vaſſals and Subjects, and others inhabiting within his Countries, Territories or Dominions, their Ships, Veſſels and Goods, except as before excepted; and againſt ſuch other

other Ships, Veſſels and Goods, as are or ſhall be liable to Confiſcation.

VII That after Condemnation of any Prize, it ſhall or may be lawful for the Commanders of ſuch Merchant Ships or Veſſels, or the Owners of the ſame, to keep ſuch and ſo many Ships, Veſſels, Goods and Merchandizes, as ſhall be condemned to them, for lawful Prize, in their own Poſſeſſion, to make Sale or diſpoſe thereof in open Market, or otherwiſe, to their beſt Advantage, in as ample Manner as at any Time heretofore has been accuſtomed in Caſes of Letters of Marque, or of juſt Prizes in Time of War; other than Wrought Silks, Bengals, and Stuffs mixed with Silk or Herba, of the Manufacture of *Perſia*, *China*, or *Eaſt-India*, or Callicoes painted, dyed, printed, or ſtained there, which are to be depoſited for Exportation, according to the Directions of an Act made in the eleventh Year of the Reign of the late King *William*, entituled, *An Act for the more effectual employing the Poor by encouraging the Manufactures of this Kingdom:* And that it ſhall be lawful for all manner of Perſons, as well our Subjects as others, according to Law, to buy the ſaid Ships, Veſſels, Goods and Merchandiſes, ſo taken and condemned for lawful Prize, without any Damage or Moleſtation to enſue thereupon to the ſaid Buyers, or any of them, by reaſon of the Contracting or Dealing for the ſame.

VIII. That if any Ship or Veſſel, belonging to us or our Subjects, or to our Allies or their Subjects, ſhall be found in Diſtreſs, by being in Fight, ſet upon, or taken by the Enemy, the Captain, Officers, and Company, who ſhall have ſuch Letters of Marque or Commiſſions as aforeſaid, ſhall uſe their beſt Endeavours to give Aid and Succour to all ſuch Ship or Ships, and ſhall, to the utmoſt of their Power, labour to free the ſame from the Enemy.

IX. That our Subjects, and all other Perſons whatſoever, who ſhall either in their own Perſons ſerve, or bear any Charge, or Adventure, or in any ſort further or ſet forward the ſaid Adventure, according to theſe Articles, ſhall ſtand and be freed by Virtue of the ſaid Commiſſion; and that no Perſon be in any wiſe reputed or challenged for an Offender againſt our Laws, but ſhall be freed, under our Protection, of and from all Trouble and Vexation that might in any wiſe grow thereby, in the ſame Manner as any other our Subjects ought to be by Law, in their aiding and aſſiſting us, either in their own Perſons, or otherwiſe, in a lawful War againſt our declared Enemies.

X. That the ſaid Commanders of ſuch Merchant Ships and Veſſels, or their Owners or Agents, before the taking out Commiſſions, ſhall give Notice in Writing, ſubſcribed with their Hands, to our High Admiral of *Great-Britain*, for the Time being, or our Commiſſioners for executing the Office of our High Admiral, or the Commiſſioners for executing that Office for the Time being, or the Lieutenant or Judge of the ſaid High Court of Admiralty, or his Surrogate, of the Name of their Ship, and of the Tonnage and Burthen, and the Names of the Captain, Owners or Setters out of the ſaid Ship, with the Number of Men, and the Names of the Officers in her, and for what Time they are victualled, and alſo of their Ordnance, Furniture and Ammunition; to the End the ſame may be regiſtered in the ſaid Court of Admiralty.

XI. That thoſe Commanders of ſuch Merchant Ships and Veſſels, who ſhall have ſuch Letters of Marque, or Commiſſions, as aforeſaid, ſhall hold and keep, and are hereby enjoyned to hold and keep, a Correſpondence, by all Conveniences, and upon all Occaſions, from Time to Time, with our High Admiral of *Great-Britain* for the Time being, or our Commiſſioners for executing the Office of our High-Admiral, or the Commiſſioners for executing that Office for the Time being, or their Secretary, ſo as from Time to Time to render and give unto him or them, not only an Account or Intelligence of their Captures or Proceedings, by Virtue of ſuch their ſaid Letters of Marque, or Commiſſions as aforeſaid; but alſo, of whatſoever elſe ſhall occur unto them, or be diſcovered and declared unto them, or found out by them, by Examination of or Conference with, any Mariners, or Paſſengers of or in the Ships or Veſſels taken, or by any other Ways and Means whatſoever, touching or concerning the Deſigns of the Enemy, or any of their Fleets, Ships, Veſſels or Parties; and of the Stations, Seas, Ports and Places, and of their Intents therein; and of what Merchant Ships or Veſſels of the Enemy, bound out or home, as they ſhall hear of; and of what elſe material in theſe Caſes may arrive to their Knowledge, to the End ſuch Courſe may be thereupon taken, and ſuch Orders given, as may be requiſite.

XII. That no Commander of a Merchant Ship, or Veſſel who ſhall have a Letter of Marque or Commiſſion as aforeſaid, ſhall preſume, as they will anſwer it at their Peril, to wear any Jack, Pendant, or any other Enſign or Colour uſually borne by our Ships, but that, beſides the Colours borne uſually by Merchant Ships, they do wear a Red Jack with the Union Jack, deſcribed in the Canton at the upper Corner thereof near the Staff; and that one third Part of the whole Company of every ſuch Ship or

Veſſel

Veſſel ſo fitted out as aforeſaid, ſhall be Landmen.

XIII. That ſuch Commanders of Merchant Ships, and Veſſels who ſhall obtain ſuch Letters of Marque or Commiſſions, as aforeſaid, ſhall alſo from Time to Time, upon due Notice being given them, obſerve all ſuch other Inſtructions and Orders as we ſhall think fit to direct, for the better carrying on of this Service.

XIV. That all Perſons who ſhall violate theſe Inſtructions, ſhall be ſeverely puniſhed, and alſo required to make full Reparation to Perſons injured, contrary to theſe Inſtructions, for all Damages they ſhall ſuſtain by any Capture, Embezzlement, Demurrage, or otherwiſe.

XV. That before any ſuch Letters of Marque, or Commiſſions, iſſue under Seal, Bail, with Sureties, ſhall be given before the Lieutenant and Judge of our High Court of Admiralty of *England*, or his Surrogate, in the Sum of three hundred thouſand Pounds Sterling, if the Ship carries above one hundred and fifty Men; and if a leſſer Number, in the Sum of fifteen hundred Pounds Sterling: Which Bail ſhall be to the Effect, and in the Form following:

WHICH Day, Time and Place perſonally appeared

who ſubmitting themſelves to the Juriſdiction of the High Court of Admiralty of *England*, obliged themſelves, their Heirs, Executors and Adminiſtrators, to our Sovereign Lord the King, in the Sum of Pounds of lawful Money of *Great-Britain*, to this Effect; that is to ſay, That whereas is authorized by Letters of Marque, or a Commiſſion for a Private Man of War, to arm, equip, and ſet forth to Sea, the Ship called the of the Burthen of about Tons, whereof he the ſaid goeth Captain, with Men, Ordnance, Ammunition and Victuals, to ſet upon by Force of Arms, and to ſubdue, ſeize, and take the Men of War, Ships, and other Veſſels whatſoever, together with the Goods, Monies, and Merchandiſes, belonging to the King of *Spain*, or to any of his Vaſſals and Subjects, or others inhabiting within any of his Countries, Territories or Dominions whatſoever, and ſuch other Ships, Veſſels, and Goods, as are or ſhall be liable to Confiſcation, excepting only within the Harbours or Roads within Shot of the Cannon of Princes and States in Amity with his Majeſty. And whereas he, the ſaid has a Copy of certain Inſtructions, approved of, and paſſed by his Majeſty in Council, delivered to him to govern himſelf therein, as by the Tenour of the ſaid Commiſſion, and of the Inſtructions thereto relating, more at large appeareth. If therefore nothing be done by the ſaid or any of his Officers, Mariners, or Company, contrary to the true Meaning of the ſaid Inſtructions, but that the Commiſſion aforeſaid, and the ſaid Inſtructions, ſhall in all Particulars be well and duly performed and obſerved as far as they ſhall the ſaid Ship, Captain, and Company, any Way concern: And if they, or any of them, ſhall give full Satisfaction for any Damage or Injury which ſhall be done by them, or any of them, to any of his Majeſty's Subjects or Allies, or Neuters, or their Subjects: And alſo ſhall duly and truly pay, or cauſe to be paid, to his Majeſty, or the Cuſtomers or Officers appointed to receive the ſame for his Majeſty, the uſual Cuſtoms due to his Majeſty, of and for all Ships and Goods, ſo as aforeſaid taken and adjudged for Prize: And moreover, if the ſaid ſhall not take any Ship or Veſſel, or any Goods and Merchandiſes belonging to the Enemy, or otherwiſe liable to Confiſcation through Conſent, or clandeſtinely, or by Colluſion, by Virtue, Colour or Pretence of his ſaid Commiſſion; that then this Bail ſhall be void, and of none Effect: And unleſs they ſhall ſo do, they do all hereby ſeverally conſent that Execution ſhall iſſue forth againſt them, their Heirs, Executors, and Adminiſtrators, Goods and Chattels, wheresoever the ſame ſhall be found, to the Value of the ſaid Sum of Pounds, before mentioned. And in Teſtimony of the Truth thereof, they have hereunto ſubſcribed their Names.

By his Majeſty's Command,

HARRINGTON.

Exam. S. HILL, Regiſter.

An ADDITIONAL INSTRUCTION *to all ſuch as have or ſhall have Letters of Marque, or Commiſſions for Private Men of War, in purſuance of a Warrant from his Majeſty, dated the ſeventh Day of* April, 1743, *directed to the Commiſſioners for executing the Office of Lord High Admiral of* Great-Britain

Britain *and* Ireland, *&c. and of a Warrant in purſuance thereupon, made by the Right Honourable the Lords Commiſſioners for executing the Office of Lord High Admiral of* Great-Britain *and* Ireland, *&c. dated the ninth Day of* April, 1743, *directed to Sir* Henry Penrice, *Knight, Judge of the High Court of Admiralty of* England.

THAT all Captains and Commanders of Ships, who have, or ſhall have Letters of Marque, or Commiſſions for Private Men of War, are hereby required and enjoyned to obſerve carefully and religiouſly the Terms of the Treaty Marine, between his late Majeſty King *CHARLES* the Second, and their High Mightineſſes the States General of the United *Netherlands*, concluded at *London* the firſt of *December*, 1674, Old Style, and confirmed by ſubſequent Treaties: And they are hereby required to give Security purſuant to the Tenth Article of the aforeſaid Treaty Marine, for the due performance thereof.

Exam. *Samuel Hill*, Regiſter.

The following are ſuch Articles of Agreement as were commonly entered into by the Captains of Privateers in the late War and their Crew, which I publiſh as a Copy for my Reader to have Recourſe to, in caſe any future Rupture ſhould render it uſeful, *viz.*

Articles of a Privateer.

ARTICLES agreed between Captain *A. B.* Commander of the *Private Man of War*, called the *Terrible* (with *twenty Guns* mounted, carrying *nine Pound* Shot, *twenty Braſs Patereroes*, *four Mortars*, and ſome *Wall-Pieces*, manned with *two hundred Men*, now lying at *Church-Hole*, deſigned to cruize againſt the *French* and *Spaniards*) on the one Part, and the ſaid Ship's Company on the other, *witneſſeth*,

1. That the ſaid Captain *A. B.* for himſelf, and in Behalf of the Owners of the ſaid Ship *Terrible*, ſhall put on board her, great Guns, Swivels, Powder, Shot, and all other warlike Ammunition neceſſary for them; as alſo ſmall Arms and Proviſions ſufficient for the ſaid Ship's Company for a ſix Months Cruize at Sea, from their Sailing from the *Downs*; in Conſideration of which, the Owners, or their Aſſigns, ſhall be reimburſed (out of the firſt Prize, or Prizes taken by the ſaid Ship *Terrible*, before any Dividend is made thereof) the whole Charge of warlike Stores (great Guns and ſmall Arms excepted) Victualling, Advance-Money, and the Expences the Owners are at for the Surgeon's Cheſt, and a Set of Muſick; after which one half of the neat Proceeds of ſuch Prize or Prizes as ſhall be taken, to be for the Account of the Owners, and at the Diſpoſition of the Managers; and the other half of ſuch neat Proceeds to be the ſole Property of the Ship's Company; the Captain's Share of which to be 6 *(in ſome* 8) *per Cent.* and the Reſidue to be divided in the Proportions mentioned in the eleventh Article of theſe Preſents.

2. That for preſerving a Decorum on board the ſaid Private Man of War, no Man is to quit, or go out of her, on board of any other Veſſel or Veſſels, or on Shore, without Leave obtained of the commanding Officer on board, under the Penalty of ſuch Puniſhment as ſhall be eſteemed proper by the Captain and Officers.

3. That it ſhall be entirely in the Captain's Power to cruize where he ſhall eſteem moſt beneficial, for the Intereſt of the Owners, and Ship's Company.

(In ſome, it is, to cruize where the Managers, and in others, where the Owners ſhall direct.)

4. That if any Perſon be found a Ringleader of Mutiny, or cauſing a Diſturbance on board, refuſe to obey the Command of the Captain and Officers, behave with Cowardice, or get drunk in Time of Action, he or they ſhall forfeit his or their Share, to be divided amongſt the Ship's Company; and be otherwiſe puniſhed according to Law.

5. That all Clothes, Bedding, Watches, and Rings in wear, Buttons, Buckles, and what elſe is deemed ſmall Plunder by Cuſtom, is to be divided amongſt the Ship's Company, according to their ſeveral Stations, the Captain not to interfere with them; the Cabin Utenſils in preſent Uſe for the Commander.

6. That if any Perſon ſhall ſteal, or convert to his Uſe, any Part of the Prize or Prizes, or be found pilfering any Money or Goods, and be convicted thereof, he ſhall forfeit his Share to the Ship and Company.

7. The Captain has the Power of taking out of any Prize, or Prizes, whatever Stores he may judge neceſſary for the Ship *Terrible*, without paying for them; provided the Prize is not diſabled thereby.

8. That whoſoever firſt ſpies a Sail, which proves to be a Prize, ſhall have ſeven Pounds, *(in ſome only one Guinea, in others five)* and the firſt Man proved to board a Prize before ſhe ſtrikes, ſhall have a Gratuity of ten Pounds *(in ſome ten, and in others fifteen*

fifteen Guineas for his Bravery, to be deducted out of the Groſs Sum of the Prize.

9. That if any private Man ſhall loſe a Leg, Arm, or Eyes, in Time of Action, or in the Ship's Service, he ſhall, beſides the Advantage of *Greenwich* Hoſpital, have a Gratuity of 25*l.* and in Proportion to the Officers, excluſive of their Shares *(in others only* 20*l. to a private Man,* 50*l. to the Captain* 40*l. to the firſt Lieutenant, and* 30*l. to each of the other Lieutenants, Maſter and Surgeon)* the ſaid Sums to be deducted out of the groſs Sum of the Prize; and in caſe of Mortality under Cure, the ſaid Gratuity and Shares to be made good to their Aſſigns.

10. That for the farther Encouragement of the ſaid private Man of War's Company, it is agreed, that the chief Officers ſhall have *ſix Guineas*, the petty Officers, and able Seamen *five Guineas*, able bodied Landmen *three Guineas*, and Boys *one Guinea*, advanced to them in the *Hope*, *(in ſome, the Officers and Seamen have only five Guineas, and the Landmen two.)*

11. That the half of the neat Proceeds of all Prizes, taken by the Ship *Terrible*, which is appropriated to the Ship's Company, be divided amongſt them in the Manner following, after the Captain's 6, or 8 *per Cent.* *(as ſhall be agreed)* is taken thereout as above.

When the Captain has not the abovementioned 6, or 8 *per Cent.* but divides with the Ship's Company, he commonly has twelve Shares, as follows, *viz.*

	Shares.
The Captain	12
The firſt Lieutenant	5 ½ to 6
The ſecond Lieutenant	4 ½ to 6
The third Lieutenant	3 ½ to 5
The Maſter	3 ½ to 5
The firſt Mate	3 to 4
The ſecond Mate	2 ½ to 2
The Surgeon	3 to 4
The Surgeon's Mate	2 ½ to 2
The Lieutenant of Marines	3 to 4
The Gunner	3
The Gunner's Mates, to each	2
The Carpenter	3
The Carpenter's Mates, to each	2
The Boatſwain	3
The Boatſwain's Mates, to each	2
The Purſer	3
The Cooper	1 ½ to 2
The Muſick, to each of them	2
The Caulker	2
The Maſter at Arms	1 ½ to 2
The Armourer	1 ½
The Midſhipmen, to each	1 ½ to 2
The Quarter Maſters, to each	1 ½
The Quarter Gunners, to each	1 ¼ to 1 ½
The Corporals, to each	1 ¼ to 1 ½
The Sailmaker	1 ½
The Yeoman of the Powder Room	2
The Ship's Steward	2
The Captain's Ditto	1 ½
The Maſter of Languages	1 ½
The Captain's Clerk	2
The Ship's Cook	1 to 2
The Captain's Ditto	1 ½
The able Seamen, to each	1 1/10 to 1
The able Landmen, to each	¾
The Sea Boys, to each	½ or ¾
The Land Boys, to each	⅔ to ½

12. That on the Death of the Captain, the Command to devolve on the next Officer, and ſo in rotation; and for the Encouragement of the able Seamen and others, on the Loſs of Officers, they are to be replaced out of the Ship's Company, according to their gallant Behaviour, as the Captain ſhall appoint.

13. That whoever deſerts the ſaid Ship *Terrible*, within the Time here under mentioned, ſhall forfeit his Prize Money to the Owners and Company, to enable them to procure others in their Room.

14. All and every one on board, does covenant and agree to ſerve on board the ſaid Ship *Terrible*, the Term of ſix Months, beginning at the ſaid Ship's Departure from the *Downs*.

15. And laſtly, for the true Performance of all, and every the aforementioned Covenants and Agreements, each, and every of the ſaid Parties, do bind themſelves, their Heirs, Executors, and Adminiſtrators, in the penal Sum of *five hundred* Pounds, lawful Money of *Great-Britain*, firmly by theſe Preſents: In Witneſs whereof, the ſaid Parties to theſe Preſents have hereunto ſeverally ſet their Hands and Seals, the Day of in the Year of our Lord 1746, and in the Twentieth Year of the Reign of our Sovereign Lord King *George* the Second.

The wording of Ranſom Bills has been various, tho' the Subſtance the ſame; I have therefore only added here the Form of one, which I give my

Reader

Reader both in *French* and *Engliſh*, as they are commonly printed for Privateers to carry with them.

I *John Stout*, Commander of the private Ship of War, called the *Succeſs*, by Virtue of his *Britannick* Majeſty's Commiſſion, dated at *London* the Twenty-fourth Day of *Auguſt*, 1746, to ſeize all Subjects and Vaſſals, Ships, Goods, Monies, and Effects whatſoever, of the *French* King, and King of *Spain*, having taken a Ship or Veſſel called the *Malheureux* of *Nantes*, whereof *John Martel* was Commander, Burthen about two hundred Tons, bound from the ſaid Port to *Cadiz*, under *French* Colours, laden with Wheat, in the Latitude of and Longitude from *London*, the ſaid Ship and Cargo, belonging to Meſſrs. *La Bourdonage & Comp.* of *Nantes*, Subjects of the *French* King, which Ship and Wheat I have agreed to ranſom for one thouſand eight hundred Pounds Sterling, to be paid in *London*, within two Months from the Date hereof, to the Order of Mr. *James Fillpurſe*; in Conſideration whereof, I have ſet the ſaid Ship and Cargo at liberty, to proceed from the ſaid Port of *Cadiz*, where ſhe ſhall be obliged to arrive within the Space of thirty Days from the Date hereof, after the Expiration of which Time, this Agreement ſhall not warrant her from being taken again by any *Engliſh* Ship of War, or Privateer; for the true Payment of which Ranſom, I have received as Hoſtage Mr. *Thomas Lecroy*, belonging to the ſaid Ship, who is not to be ſet at liberty until the ſaid Ranſom be fully and truly paid, as abovementioned; I therefore pray, and deſire all Friends and Allies, to ſuffer the ſaid Ship *Malheureux*, to paſs, and proceed to the ſaid Port of *Cadiz*, without any Lett or Moleſtation within the ſaid covenanted Time. And I the ſaid *John Martel*, Commander of the ſaid Ship the *Malheureux*, as well in my own Name, as in the Name of the aforeſaid Meſſrs. *La Bourdonage & Comp.* Owners of the ſaid Ship and Cargo, have voluntarily ſubmitted myſelf to the Payment of the ſaid Ranſom of one thouſand eight hundred Pounds Sterling, in *London*, as aforeſaid; for which I have given the ſaid Mr. *Thomas Lecroy* for Hoſtage, (who upon Payment of the ſaid Sum as agreed, ſhall be immediately releaſed and ſet free, and at full Liberty to return to his own Country, or whereſoever he ſhall think proper) hereby promiſing not to act contrary to the Conditions of this Agreement, whereunto we have (with the ſaid Hoſtage) interchangeably ſet our Hands, on board the ſaid private Ship of War, this *third* Day of *September*, 1746.

Signed and delivered in the Preſence of
A. B. *E. F.*
C. D. *G. H.*

John Stout,
John Martel,
Thomas Lecroy.

In French.

JE *Jean Stout*, Commandant de l'Armateur nommé le *Succeſs*, en Vertu d'une Commiſſion, ou Lettre de Marque de ſa Majeſté *Britanique*, ſigne á *Londres* de Vingt Quatriéme Jour du Mois de *Août* de l'An 1746, pour prendre & ſaiſir les Vaiſſeaux, Biens, & Effets des Sujets de la *France* & d'*Eſpagne*, ayant ſaiſi Sur, & Pris, le Vaiſſeau nommé le *Malheureux* be *Nantes*, ſous le Commandement de Monſ. *Jean Martel*, autour du Deux Cent Tonneaux de Port, Venant du dit Port, & deſtiné pour celle la de *Cadiz*, ſous Pavillon *Francois* Chargé de Blé, dans la Latitude de & . Longitude de *Londres*, le dit Vaiſſeau & Cargaiſon appartenant á Meſſrs. *La Bourdonage & Comp.* de *Nantes*, Sujets du Roy *François*, lequel Vaiſſeau & Blé, Je ſuis Convenu de rançonner, Moyenant la Somme de Mille & Huit Cent Livres *Sterlines*, que doit etre payeé a *Londres* dans deux Mois du Date de ceci, à l'Ordre du Monſ. *Jaques Fillpurſe*, & en Conſideration du dit Somme J'ay relaché & remis le dit Vaiſſeau & Cargaiſon en Liberté pour aller au dit Port de *Cadiz*, où il ſera tenu de ſe rendre dans le Tems, & Eſpace de Trente Jours, du Date de celle ci, apres l'Expiration du quel Tems, le preſent Traite, ne pourra le Garantir d'etre Arrété & Pris, par aucun Vaiſſeau de Guerre ou Armateur. Pour Sureté de la quelle Rançon, J'ay reçeu en Otage Monſ. *Thomas Lecroy*, Appartenant au dit Vaiſſeau, qui ne doit etre Relache, que apres le Payement de la dite Rançon; Donc Je Prie, & Supplie á tous Amis & Alliez de laiſſer Paſſer le dit Vaiſſeau le *Malheurex* Seurement, & Librement pour aller au dit Port de *Cadiz*, ſans aucun Trouble ou Empechement quelconque, pendant le dit Tems ſtipulé & convenú. Et Je le dit *Jean Martel*, Maitre du dit Vaiſſeau le *Malheureux*, tant en mon Nom, comme en celuy de les ſuſdits Meſſrs. *La Bourdonage & Comp.* Proprietaires du dit Vaſſeau & Charge, me ſuis voluntairement Soûmis au Payement de la dit Rançon, de Mil & Huit Cent Livres Sterlines dans la Ville de *Londres* commé ſudit; pour Sureté de laquelle J'ay donné en Otage le dit Monſ. *Thomas Lecroy*

croy (que immediatement apres le Payement, du dit Somme convenu, ſerá Relaché et Mais en entiere & pleine Liberté de retourner dans ſon Pais, ou partout on il trouveras apropos) Promettant de ne Point contrevenir aux Conditions du preſent Traité dont nous Avons (avec les dit Otage) reciprocament ſigné, abord du dit Armateur, ce *troiſieme* Jour du *Septembre* de 1746.

Of Pirates or Sea Rovers.

A Pirate is a Sea Thief, or an Enemy to Human Kind, who aims at enriching himſelf by Marine Robberies, committed either by Force, Fraud, or Surprize, on Merchants or other Traders at Sea, and the Hiſtories of them are filled with the Barbarities they have committed on ſuch Occaſions, and the ſevere Uſage they have given to thoſe who have been ſo unhappy as to fall into their Hands.

They confine themſelves to no Place, nor have any ſettled Reſidence, but are Rovers at large, tho' they generally cruize, where moſt likely to meet with Prey, and in Parts where they have the greateſt Probability of finding Supplies, and which afford the beſt Ports for their Safety: And as all theſe Circumſtances unite in *America*, that Part of the World has been moſt peſtered with them; and they being Enemies to all, all ought to be Enemies to them, and no Faith is to be kept with Villains, who deſpiſe both the Laws of God and Man; they juſtly forfeit the Protection of their Natural Sovereign, and any Prince hath Power to make War againſt, and deſtroy them, tho' not ſubject to his Government.

Grot. de Jure Belli & Pacis, Lib. C. Cap. o. S. 40.

Pirates, tho' called Enemies, are yet improperly termed ſo, as they are no Commonwealth, nor live by ſettled Laws; but Rules founded on Iniquity, and which they frequently break thro', to the Deſtruction of one another; that Superiority which they aſſign to ſome among them, tho' ſo neceſſary to their wicked Union, is oftentimes changed, as Humour and Caprice directs; and the ſtrongeſt or moſt profligate becomes a Chief by mutual Conſent: And as no Community can ſubſiſt without ſome Sort of Government, ſo theſe make a Shew and Profeſſion of one, and do ſometimes comply with Agreements made, more eſpecially with thoſe who ſupply them with Neceſſaries, tho' this may reaſonably be ſuppoſed to proceed more from the Motives of Self-preſervation, than from any Intention of doing Right, or Juſtice to thoſe iniquitous Perſons, who carry on ſuch a villainous and contraband Trade: It is true, all are not equally bad; but we have heard of ſome, who have governed with more Moderation, and not entirely ſhook of Humanity as the generality of them have; but even the beſt of them are offenſive to the fair Trader, and by commencing Pirates, they become obnoxious to thoſe Laws which otherwiſe were made to protect them.

There are, however, Inſtances, where Succeſs has made a Company of them ſo powerful as to induce them to ſettle, and form themſelves into a Commonwealth; it was to this, *Algiers*, *Tripoli*, and *Tunis* owe their Eſtabliſhment, and which they have ſupported for many Years, tho' they really ſtill ſubſiſt by their quondam Profeſſion, or what is very like it; and only obſerve the Treaties made with them, ſo long as the Rabble will permit, and it ſuits their Conveniency; yet they avoid quarrelling with all the *European* States at once, but take them by a Sort of Rotation, and pick from them what they can, one after another, for which they ſometimes ſmart, though too ſeldom; however, ſince their becoming a State, and profeſſing Allegiance to the *Grand Signior*, Princes have thought proper to treat with them, and to admit their Ambaſſadors on the ſame Footing as thoſe from other Potentates, with reſpect to their Immunities and Privileges.

Though it is undoubtedly both for the Honour and Intereſt of all Princes to ſuppreſs Piracy, and not ſuffer them by any Means to find Shelter or Refuge in any Part of their Dominions, but on the contrary to arm againſt them, and provide ſuch Remedies as may reſtrain their Progreſs, which our Kings have always done, though it is dubious whether obliged thereto by the Civil or Common Law of this Kingdom.

Lord *Raymond*, 933.

If a Maſter of a Ship, after making the beſt Defence he could, is taken by a Pirate, and for the Redemption of his Ship and Cargo, willingly ſubmits to become a Slave to his Captors, the ſaid Ship and Cargo are by the Law Marine tacitly obliged to contribute to the obtaining his Freedom; but if a Pirate by feigning himſelf diſtreſſed, with the uſual Signals, or pretends to be ſtranded, leaky, or in any other Danger, ſhall by theſe means allure the Maſter to

vary his Courſe in order to afford his Aſſiſtance, and ſo falls into the Trap the Pirate has laid for him, although he frees the Veſſel and her Loading by remaining a Slave, they are no ways obligated to contribute to his Redemption, as his Capture was occaſioned by his own Folly in being ſo decoyed.

Ditto, 934.

A Ranſom promiſed to a Pirate is not binding by the Civil Law, therefore no Wrong is created by not complying with it; and the Reaſon is, that the Law of Arms is not communicated to ſuch, neither are they capable of enjoying that Privilege, which lawful Enemies may challenge, in the Caption of another, however this hath its Limits; for a Pirate may have a lawful Poſſeſſion, which he cannot be denied claiming at Law, if Injury or Wrong be done him, and this is in Conſequence of his taking a legal Courſe, for by that he ſubmits to the Magiſtrate, and pays Obedience to the Laws in his demanding Juſtice.

Molloy de Jure Mar. P. 60. S. 7.

If a Pirate attacks and takes a Merchant Ship, and afterwards redeems her, on the Maſter's ſwearing to pay him a certain Sum, at a Time and Place agreed on; and if he does not comply with his Oath, he is ſuppoſed by ſome not to be guilty of Perjury, as a Pirate is not a determinate, but a common Enemy, and with whom they think neither Faith nor Oath is to be kept; others pretend nothing can free him from a Compliance with his Vow, as it is not Men only that are concerned in it, but God alſo, who is certainly no Friend to Perjury. However, with humble Submiſſion to better Judgments, I think ſome Diſtinction ought to be made in concurring Circumſtances; for ſuppoſe either a Sea or Land Land Robber, claps a Piſtol to the Breaſt of a Perſon he has ſeized, and makes him ſwear to do ſuch Things, as he cannot perform without great Prejudice to himſelf and his Dependance, as the Payment of a Sum of Money, which may diſtreſs his Circumſtances, and ruin his Family; I ſay in ſuch a Caſe, or other ſimilar ones, I believe no one will pronounce the Oath to be binding, which the Terrors of a threatening Enemy had forcibly drawn from him that made it.

An *Engliſhman* committing Piracy on the Subjects of any Prince, or State, in Amity with the Crown of *England*, is within the Statute of 28 *Hen.* VIII. and ſo it was held where one *Winterſon*, *Smith*, and others, had robbed a Ship of one *Maturine Guatier*, belonging to, and bound from *Bourdeaux*, with Wines for *England*, and that the ſame was Felony by the *Law Marine*, and the Parties were convicted accordingly.

Rott. Adm. 28 *Eliz.* m. 24.

And ſo if the Subject of any other Nation or Kingdom, being in Amity with the King of *England*, commit Piracy on the Ships or Goods of the *Engliſh*, the ſame is Felony, and puniſhable by Virtue of the above Act; and it was ſo adjudged, where one *Careleſs*, Captain of a *French* Man of War, and diverſe others, attacked four Merchant Ships, going from the Port of *Briſtol* to *Caermarthen*, and robbed them of about 1000*l.* for which he and the reſt were arraigned, and found guilty of the *Piracy*.

Rot. Adm. 28 *Eliz.* m. 24.

But before the 25th of *Edw.* III. if the Subjects of a foreign Nation, and ſome *Engliſh*, had combined in the committing of *Piracy*, it would have been Treaſon in the *Engliſh*, and Felony in the Foreigners, an Inſtance of which is quoted by *Shard*, where a *Norman* being Commander of a Ship, had, together with ſome *Engliſh*, committed Robberies on the Sea, and being taken and tryed, they were found guilty, the *Norman* of Felony, and the *Engliſh* of Treaſon, who accordingly were drawn and hanged. But at this Day, by the Laws Marine, they would both receive Judgment as Felons without Diſtinction.

42 *Aſſiſe Placit* 25. *p. Shard.* *Vid.* 2 *Hen.* V. cap. 6.

If the Subjects of a Prince at Enmity with the Crown of *England*, ſhall ſail aboard an *Engliſh* Pirate, with other *Engliſh*, and then a Robbery is committed by them, and they are afterwards taken, it is without doubt Felony in the *Engliſh*, but not in the Foreigners, for they cannot be tried by Virtue of the Commiſſion upon the Statute, for it was no Piracy in them, but the Depredation of an Enemy, for which they ſhall receive Tryal by a Martial Law, and Judgment accordingly.

Molloy de Jure Mar. Page 61. S. 10.

Piracies committed in the *Britiſh* Seas, by the Subjects of any Power in Amity with the Crown of *England*, are properly puniſhable by this Crown only; and if a *Spaniard* robs a *Frenchman* on the high Sea, their Princes being then in Amity, and both with the Crown of *England*, and the Ship is brought into a Port of this Kingdom, the *Frenchman* may proceed *Criminaliter* againſt the *Spaniard* to puniſh him, and *Civiliter*, to have Reſtitution of his Veſſel; but if the Veſſel is carried *Infra Præſidia* * of that Prince, by whoſe Subject the ſame was taken, there can be no Proceeding *Civiliter*, and doubted if *Criminaliter*, but the

Selden Mare Clauſ. Lib. 1. cap. 27.

Grot. de Jure Belli ac Pacis, c. 9. S. 16.

* *March*'s Rep. 110.

Frenchman

Frenchman muſt reſort into the Captor's or Pirate's own Country, or where he carried the Ship, and there proceed.

Molloy de Jure Mar. Page 62. S. 12.

If a Piracy be attempted on the Ocean, and the Pirates are overcome, the Captors may immediately puniſh them with Death, and not be obliged to bring them into any Port, provided this occurs in Places where no legal Judgment can be obtained.

Ditto.

And therefore if a Ship ſhould be on a Voyage to *America*, or on a Diſcovery of thoſe Parts ſtill unknown to us, and in her Way be attacked by a Pyrate, who ſhe fortunately overcomes, in this Caſe, by the Laws Marine, the Veſſel becomes the Captors Property, and the Pirates may be immediately executed without the Solemnity of Condemnation.

Molloy de Jure Mar. Page 62. S. 13.

So likewiſe if a Ship ſhall be aſſaulted by Pirates, and in the Attempt they are ſubdued and taken, and carried into the next Port, if the Judge openly rejects their Trial, or the Captors cannot wait till Judgment ſhall be given, without certain Peril and Loſs, they may do Juſtice on them, themſelves, without farther Delay or Attendance.

Rot. Admir. 28 *Eliz.* m. 24.

If a Pirate at Sea attacks a Ship, and in the Engagement kills a Perſon in her, though he has not ſucceeded in taking her, the Pirates are all Principals in the Murder, if the *Common Law* hath Juriſdiction of the Cauſe; but by the *Law Marine*, they only who gave the Wound ſhall be Principals, if they can be known, and the reſt Acceſſories; and where they have Cognizance of the Principal, the Courts at *Common Law* will ſend them their Acceſſory, if he comes before them.

Yelverton Fol. 134, 135.

A *Dutchman*, naturalized by the Duke of *Savoy*, and living at *Villa Franca* in his Dominions, procures a Commiſſion from the States of *Holland*, and coming to *Legborn*, there rid with the Colours and Enſigns of the Duke of *Savoy*; the *Engliſh* Ship *Diamond*, being then in Port, took in her Loading, and proceeded on her Voyage, in which ſhe was ſurprized and taken by that *Caper*, and carried into *Villa Franca*, and there condemned and ſold, but afterwards returning to *England*, the original Proprietors having Notice of it, made a Seizure; and upon Trial, Adjudication paſſed for them; for though the Ship of War and Captors were of *Savoy*, and carried their Prize thither, yet being taken by Virtue of a *Dutch* Commiſſion, according to the *Law Marine* ſhe muſt be carried *infra Præſidia* of that Prince or State by Virtue of whoſe Commiſſion ſhe was taken; nor does ſuch carrying of the Enſigns or Colours of the Duke of *Savoy*, who was then in Amity with the Crown of *England*, nor the Commander's being a Subject of that Prince, make him a Pirate, or ſubject him, or thoſe to whom the Intereſt of the Prize was transferred, any ways to be queſtioned for the ſame *Criminaliter*; for that the Original *Quoad* the Taking was lawful *, as one Enemy might take from another, but *Civiliter*, the ſame might be, for that the Captor had not entitled himſelf to a firm Poſſeſſion.

Grotius Lib. 3. Cap. 9. S. 15, and 16.

And therefore in all Caſes where a Ship is taken by Letters of *Marque* or *Piracy*, if the ſame is not carried *infra Præſidia* of that Prince or State, by whoſe Subject the ſame was taken, the Owners are not diveſted of their Property, but may reſeize whereſoever they meet with it. *Mich.* 8. *Jac.* in *B. R. Brownlow* 2 Part. *Weſton*'s C.

C. 2 Inſt. 109. Lib. 8. Fol. 32.

If a Pirate attacks a Ship, and only takes away ſome of her Men with an Intention to ſell them for Slaves, this is Piracy by the *Law Marine*; and if a Bale or Pack of Merchandize be delivered to a Maſter to carry aboard to a certain Port, and he goes away with it to another, and there ſells or diſpoſes of it †, this is no Felony; but if he opens the Bale or Pack, and takes any thing out, *animo furandi*, this Act may amount to ſuch a Larceny, as he may be indicted for in the Admiralty, though it does not amount to a *Repriſalia*; yet if ſaid Maſter ſhould carry the Lading of his Ship to the Port appointed, and after retake the whole Pack or Bale back again, this may amount to a Piracy; for he being in the Nature of a common Carrier, the Delivery had taken its Effect, and the Privity of the Bailment is determined.

44 *Edw.* III 14. 4 *Hen.* IV. 2 S. ad Leg. Rhod. de Jact. l. 2.

In caſe a Ship ſhall be attacked by a Pirate, and the Maſter for her Redemption ſhall give his Oath to pay a Sum certain; though there be no Taking, yet is the ſame Piracy by the *Law Marine*; but by the *Common Law* there muſt be an actual Taking, though it be but to the Value of a Penny, in the ſame Manner as it is in a Robbery on the Highway.

* 3. *Bulſtrode* 28. † F. *Nautæ Caup.* L. 1. S. 3. *Stab. Glanvil*, Lib. 1. C. 13. 13 *Edw.* IV.

And

14 *Edw.* III. 115. And if a Ship ſhall be riding at Anchor with part of the Mariners in her Boat, and the reſt on Shore, ſo that none remain in the Ship, yet if ſhe be attacked and robbed, the ſame is Piracy.

Trin. 7. *Jac.* in *B. R.* Rolls Abridg. 530. A Merchant who has procured Letters of Marque or Repriſe, and delivered the Commiſſions to others to endeavour a Satisfaction; if thoſe ſo commiſſioned commit Piracy, the Veſſel is certainly forfeited; but the Merchant is no ways liable to make Satisfaction; for tho' the Superior by the Civil Law is anſwerable for the Actions of his Servants, yet as this Queſtion muſt be decided by the Law of Nations (in Virtue of which ſuch Commiſſions are awarded or granted) the Merchant by it will be exempted from anſwering for the Behaviour of thoſe he commiſſioned, unleſs it can be proved he foreknew that they would commit ſuch a Piracy, or Spoliation, or that he had any Way abetted, or conſented to the ſame, by which the Right may be forfeited, and the Civil Law let in, to acquire Satisfaction. *Moor*'s Rep. 776.

If Goods are taken by a Pirate from one Ship, and he afterwards attacks another, by whom he is ſubdued, he thereby becomes, according to the *Law Marine*, an abſolute Prize to the Captor, after a legal Condemnation. And,

3 *Bul.* 28, 29. *March* 110. By the Statute of 27 *Edw.* III. Cap. 13. if a Merchant loſe his Goods at Sea by Piracy or Tempeſt (not being wrecked) and they afterwards come to Land; if he can make Proof they are his Goods, they ſhall be reſtored to him in Places guidable, by the King's Officers and ſix Men of the Country; and in other Places, by the Lords of them, or their Officers, with ſix Men of the Country.

Godb. 193. *Barber*'s Caſe. If a Pirate takes Goods at Sea, and ſells them, the Property is not thereby changed, no more than if a Land Thief ſteals, and ſells them.

Sigonius de Jure Rom. L. 1. C. 11. This Law hath a great Affinity with that of the *Romans*, called *de Uſu Captione*, or the *Atinian Law*; as *Atinius* therein enacted, that the Plea of Preſcription, or long Poſſeſſion, ſhould not avail in Things that had been ſtolen, but the Intereſt which the right Owners had ſhould remain perpetually.

Ingley's Caſe. Though it is held by the *Common Law* of *England*, that if a Man commit Piracy upon the Subjects of another Prince (though in League with us) and brings the Goods into *England*, and ſells them in a Market *overt*, the ſame ſhall bind, and the Owners are for ever concluded; and if they ſhould endeavour in the Admiralty to diſpute the Property in order to Reſtitution, they will be prohibited. 1 Rolls Abrid. F. 530. Lit. C. 4. *Grot.* L. 3. C. 9. S. 16.

A Ship which belonged to ſeveral Owners was ſent to the *Indies* on a trading Voyage, and upon the high Sea the Mariners committed Piracy, for which, on her Return to the River of *Thames*, the Admiral ſeized her as *Bona Pyratarum*; but the Merchants her Owners took the Sails and Tackle out of her, and there was a Decree, that the Admiral ſhall not have the Goods ſtolen from other Men, but the Owners ſhall have them. 1 Rolls Rep. 285. The Caſe of *Hildebrand* and *Al.*

It appears by the Preamble to the Statute of 28 *Hen.* VIII. Cap. 15. that this Offence was not puniſhable by the Common Law, but the ſame was determined and judged by the Admiral, after the Courſe of the Civil Law; but by Force of the ſaid Act the ſame is enquired of, heard, and determined, according to the Courſe of the Common Law, as if the Offence had been committed on Land. *Molloy* de Jure Mar. F. 67. S. 24.

But by Lord *Hale* *, the Court of *King's Bench* had certainly a concurrent Juriſdiction with the Admiralty, in Caſes of Felony committed upon the *Narrow Seas* or Coaſt, though it were High Sea, becauſe within the King's Realm of *England:* But this Juriſdiction of the Common Law Courts was interrupted by a ſpecial Order of the King and Council, 35 *Edw.* III. and ſince the 38 *Edw.* III. it does not appear that the Common Law Courts took Cognizance of Crimes committed upon the High Seas.

And for the Trial of Piracy, and to determine what Actions come under this Denomination, as alſo to encourage the Suppreſſion of it, the following Acts have been made, *viz.*

27 *Hen.* VIII. C. 4. S. 1. All Offences of Piracy, Robbery and Murder, done upon the Sea, or in any Haven, River, or Creek, where the Admirals pretend to have Juriſdiction, ſhall be enquired, tried, heard, and determined, in ſuch Places in this Realm as ſhall be limited

* Hiſt. Pl. Cr. Vol. II. P. 14, 15.

by

by the King's Commiſſion, as if ſuch Offences had been done upon Land; and ſuch Commiſſions ſhall be under the great Seal, directed to the Lord Admiral, or his Lieutenant or Deputies, and other Perſons named by the Lord Chancellor, to hear and determine ſuch Offences after the common Courſe of of Law, uſed for Felonies committed within the Realm.

The remaining Sections of this Act are omitted, becauſe the Act is amended and re-enacted 28 Hen. VIII. *Cap.* 15. *which follows.*

28 *Hen.* VIII. C. 15. S. 1. All Treaſons, Felonies, Robberies, and Confederacies, committed upon the Sea, or in any Haven, River, Creek, or Place, where the Admirals have, or pretend to have Power or Juriſdiction, ſhall be enquired, heard, and determined in ſuch Shires, and Places in this Realm, as ſhall be limited by the King's Commiſſion, as if ſuch Offences had been committed upon Land, and ſuch Commiſſions ſhall be under the Great Seal, directed to the Admirals, *&c.* and to three or four ſuch other Perſons as ſhall be named by the Lord Chancellor, after the common Courſe of the Law uſed for Treaſons, Felonies, *&c.* committed upon Land, within this Realm.

S. 2. Such Perſons to whom ſuch Commiſſions ſhall be directed, or four of them, ſhall have Power to enquire of ſuch Offences by the Oaths of twelve lawful Inhabitants in the Shire limited in their Commiſſion, as if ſuch Offences had been committed upon Land within the Shire; and every Indictment found before ſuch Commiſſioners, of any Treaſons, Felonies, or ſuch other Offences committed upon the Seas, or in any Haven, River, or Creek, ſhall be good in Law: And ſuch Proceſs, Judgment, and Execution, ſhall be had againſt every Perſon ſo indicted, as for Treaſon, Felony, or other ſuch Offences done upon Land; and the Trial of ſuch Offences, ſhall be by twelve Men, inhabiting in the Shire limited within ſuch Commiſſion, and no Challenge to be had for the Hundred; and ſuch as ſhall be convict of any ſuch Offences, ſhall ſuffer ſuch Pains of Death, Loſſes of Lands and Goods, as if they had been convicted of the ſame Offences done upon Land.

S. 3. For Treaſons, Robberies, Felonies, Murders, and Confederacies, done upon the Sea, or in any Place above rehearſed, the Offenders ſhall not have Benefit of Clergy.

S. 4. This Act ſhall not extend to any Perſon taking any Victual, Cables, Ropes, Anchors or Sails, which ſuch Perſon (compelled by Neceſſity) taketh of any Ship which may ſpare the ſame, ſo the Perſon pay for the ſame Money or Money-worth, or deliver a Bill obligatory to be paid, if the Taking be on this Side the Straits of *Marrok*, to be paid within four Months; and if it be beyond the ſaid Straits, to be paid within twelve Months: and that the Makers of ſuch Bills pay the ſame at the Day limited.

S. 5. When any ſuch Commiſſion ſhall be directed to any Place within the Juriſdiction of the five Ports, ſuch Commiſſion ſhall be directed to the Lord Warden of the Ports, or his Deputy, and three or four ſuch other Perſons as the Lord Chancellor ſhall name.

S. 6. Whenſoever any Commiſſion ſhall be directed unto the five Ports, for the Inquiſition and Trials of any of the Offences expreſſed in this Act, ſuch Inquiſition and Trial ſhall be had by the Inhabitants in the five Ports, or the Members of the ſame.

11 and 12 *Will.* III. c. 7. S. 1. It is ordained, that all Piracies, Felonies, and Robberies, committed upon the Sea, or in any Haven, River, Creek, or Place, where the Admirals have Power or Juriſdiction, may be tried at Sea, or upon the Land, in any of his Majeſty's Iſlands, Plantations, Colonies, *&c.* appointed for that Purpoſe by Commiſſion under the great Seal of *England*, or Seal of the Admiralty, directed to ſuch Commiſſioners as his Majeſty ſhall think fit, who may commit ſuch Offenders, and call a Court of the Admiralty thereupon, to conſiſt of ſeven Perſons at the leaſt.

S. 2, 3. And for want of ſeven, then any three of the Commiſſioners may call others, as therein is mentioned *, and the Perſons ſo aſſembled may proceed according to the Courſe of the Admiralty to iſſue out Warrants for bringing Perſons accuſed of Piracy or Robbery before them to be tried, and to ſummon Witneſſes, and take Examinations, and do all Things neceſſary for the hearing and final Determination of any Caſe of Piracy, *&c.* and to give Sentence of Death, and award Execution of the Offenders, who ſhall thereupon ſuffer Loſs of Lands, Goods, and Chattels.

* S. 4.

S. 9. So ſoon as any Court ſhall be aſſembled, the King's Commiſſion ſhall be read and the Court ſhall be proclaimed, and then the Preſident of the Court ſhall take the following Oath, *viz.*

I A. B. *do ſwear in the Preſence of Almighty God, that I will truly and impartially try and adjudge the Priſoner or Priſoners, which ſhall be brought upon*

his

his, or their Trials before this Court, and honeſtly and duly on my Part, put his Majeſty's Commiſſion for the Trying of them in Execution, according to the beſt of my Skill and Knowledge; and that I have no Intereſt, directly or indirectly, in any Ship or Goods, for the piratically taking of which, any Perſon ſtands accuſed, and is now to be tried.

So help me God.

And he having taken the Oath, ſhall adminiſter the ſame to every Perſon, who ſhall ſit and have Voice in the Court, and thereupon the Priſoners ſhall be brought before them; and then the Regiſter ſhall read the Articles againſt ſuch Priſoners, wherein ſhall be ſet forth the particular Facts of Piracy, Robbery, and Felony, with the Time and Place, and in what Manner it was committed; and each Priſoner ſhall be aſked whether he be guilty or not guilty; whereupon he ſhall immediately plead *guilty* or *not guilty*, or elſe it ſhall be taken as confeſſed; and if any Priſoner ſhall plead not guilty, Witneſſes ſhall be produced by the Regiſter, and ſworn and examined in the Priſoner's Preſence; and after a Witneſs hath anſwered all the Queſtions propoſed by the Preſident, and given his Evidence, it ſhall be lawful for the Priſoner to have the Witneſs croſs examined, declaring to the Court what Queſtions he would have aſked, and the Preſident or the Court ſhall interrogate the Witneſs accordingly; and every Priſoner ſhall have Liberty to bring Witneſſes for his Defence, who ſhall be ſworn and examined, and afterwards the Priſoner ſhall be heard for himſelf; which being done, the Priſoner ſhall be taken away, and all other Perſons, except the Regiſter, ſhall withdraw; and the Court ſhall conſider of the Evidence; and the Preſident ſhall collect the Votes of the Court, beginning at the Junior, and ending with himſelf; and according to Plurality of Voices, Sentence ſhall be given, aud pronounced publickly in the Preſence of the Priſoner, being called in again; and according to ſuch Sentence, the Perſons attainted ſhall be put to Death in ſuch manner, and in ſuch Place upon the Sea, or within the Ebbing or Flowing thereof as the Preſident, or the major Part of the Court, by Warrant directed to a Provoſt-Marſhal, (which they ſhall have Power to conſtitute) ſhall appoint.

S. 6. Some public Notary ſhall be Regiſter of the Court; and in Caſe of his Abſence, Death, or Incapacity, or for want of a Perſon ſo qualified, the Preſident ſhall appoint a Regiſter, giving him an Oath, duly, faithfully, and impartially to execute his Office; which Regiſter ſhall prepare all Warrants and Articles, and provide all things requiſite for any Trial, according to the ſubſtantial, and eſſential Parts of Proceedings in a Court of Admiralty in the moſt ſummary Way; and ſhall make Minutes of the Proceedings, and enter them in a Book, and ſhall tranſmit the ſame with the Copies of all Articles and Judgments, unto the High Court of Admiralty of *England*.

If any of his Majeſty's Subjects ſhall commit Piracy, or Robbery, or any Act of Hoſtility againſt others his Majeſty's Subjects upon the Sea, under Colour of any Commiſſion from any foreign State, or Authority from any Perſon whatſoever, ſuch Offenders, and every of them, ſhall be adjudged Pirates, Felons, and Robbers; and being convicted according to this Act, or 28 *Hen.* VIII. Cap. 15. ſhall ſuffer Pain of Death, and Loſs of Lands and Goods. S. 7.

If any Commander of a Ship, or any Mariner, ſhall in any Place where the Admiral hath Juriſdiction, betray his Truſt, and turn Pirate, Enemy, or Rebel, and piratically and feloniouſly run away with the Ship, or any Boat, Ordnance, Ammunition, or Goods, or yield them up voluntarily to any Pirate, or ſhall bring any ſeducing Meſſages from any Pirate, Enemy, or Rebel; or conſult, or confederate with, or attempt to corrupt any Commander, Officer, or Mariner, to yield up, or run away with any Ship or Goods, or turn Pirate, or go over to Pirates, or if any Perſon ſhall lay violent Hands on his Commander, to hinder him from fighting in Defence of his Ship and Goods, or confine his Maſter, or endeavour to make a Revolt in the Ship, he ſhall be adjudged a Pirate, Felon, and Robber, and being convicted, according to this Act, ſhall ſuffer Death, and Loſs of Lands and Goods. S. 8.

All Perſons who ſhall either on Land or upon the Seas, knowingly ſet forth any Pirate, or aſſiſt, or maintain, procure, command, counſel, or adviſe, any Perſon to commit any Piracies, or Robberies upon the Seas, and ſuch Perſon ſhall thereupon commit any ſuch Piracy or Robbery, all ſuch Perſons ſhall be adjudged acceſſary to ſuch Piracy and Robbery; and after any Piracy or Robbery committed, every Perſon, who knowing that ſuch Pirate or Robber has committed ſuch Robbery, ſhall on the Land, or upon the Sea, receive, entertain, or conceal any ſuch Pirate or Robber, or receive any Ship, or Goods, by ſuch Pirate or Robber, piratically, and feloniouſly taken, ſhall be adjudged S. 9.

adjudged acceſſary to ſuch Piracy and Robbery; and all ſuch Acceſſaries may be enquired of, heard, and determined, after the common Courſe of the Law, according to the Statute 28 *Hen.* VIII. Cap. 15. as the Principals of ſuch Piracies and Robberies ought to be, and being attainted ſhall ſuffer Death, and Loſs of Lands and Goods.

S. 10. When any *Engliſh* Ship hath been defended by Fight, againſt Pirates, and any of the Officers or Seamen are killed or wounded, the Judge of the Admiralty, or his Surrogate in *London*, or the Mayor, or chief Officer in the out Ports, aſſiſted by four ſubſtantial Merchants, may, by Proceſs out of the ſaid Court, levy upon the Owners of ſuch Ships, *&c.* a Sum not exceeding 2*l. per* Hundred, of the Value of the Freight, Ship, and Goods, ſo defended, to be diſtributed among the Officers and Seamen of the ſaid Ships, or Widows and Children of the ſlain.

S. 11. A Reward of 10*l.* for every Veſſel of a hundred Tons, or under, and 15*l.* for every one of a greater Burthen ſhall be paid by the Captain, Commander, or Maſter, to the firſt Diſcoverer of any Combination, for running away with, or deſtroying any ſuch Ship, at the Port where the Wages are to be paid.

S. 12. This Act ſhall be in Force for ſeven Years, *&c. made perpetual* 6 *Geo.* I. Cap. 19.

S. 13. The Commiſſioners appointed by 28 *Hen.* VIII. Cap. 15. or by this Act, ſhall have the ſole Power of hearing and determining the ſaid Crimes, within all the Plantations in *America*, governed by Proprietors, or under Charters from the Crown, and ſhall iſſue their Warrants for apprehending any Pirates, *&c.* within any of the ſaid Plantations, in order to their being brought to Trial, within the ſame, or any other Plantation in *America*, or ſent into *England*; and all Governors, *&c.* in the Plantations, governed by Proprietors, or under Charters, ſhall aſſiſt the Commiſſioners and Officers, and deliver up the Pirates, *&c.* in order to their being tried, or ſent into *England.*

S. 14. If any of the Governors in the Plantations ſhall refuſe to yield Obedience to this Act, ſuch Refuſal is declared to be a Forfeiture of all Charters granted for the Government or Propriety of ſuch Plantation.

S. 15. When any Commiſſion for the Trial, and Puniſhment of the Offences aforeſaid, ſhall be directed to any Place within the Juriſdiction of the Cinque Ports, ſuch Commiſſion ſhall be directed to the Lord Warden, *&c.*

All Officers or Sailors, who ſhall S. 16.
deſert the Ships wherein they are hired to ſerve for that Voyage, ſhall forfeit all Wages due to them.

In caſe any Maſter of a Merchant S. 17.
Ship, ſhall, during his being abroad, force any Man on Shore, or wilfully leave him behind in any of his Majeſty's Plantations, or elſewhere, or ſhall refuſe to bring home with him all ſuch of the Men which he carried out, as are in a Condition to return, ſuch Maſter ſhall ſuffer three Months Impriſonment.

All Perſons who ſhall commit any 4 *Geo.* I. Cap. 11. S. 7.
Offences for which they ought to be adjudged Pirates, by the Act 11 and 12 *Will.* III. Cap. 7. may be tried as by the Act 28 *Hen.* VIII. Cap. 15. and ſhall be debarred from the Benefit of Clergy. Nothing in this Act to extend to *Scotland.*

By 8 *Geo.* I. Ch. 24. S. 1. if any 8 *Geo.* I. Cap. 24. S. 1.
Commander of a Ship, or other Perſon, ſhall trade with any Pirate, or ſhall furniſh any Pirate, Felon, or Robber upon the Seas, with Ammunition, Proviſion, or Stores, or ſhall fit out any Ship knowingly, and with a Deſign to trade or correſpond with any Pirate, *&c.* upon the Seas, or if any Perſon ſhall conſult, combine, or correſpond with any Pirate, *&c.* knowing him to be guilty of any Piracy, Felony, and Robbery, ſuch Offender ſhall be adjudged guilty of Piracy, *&c.* and ſhall be tried according to the Statute 28 *Hen.* VIII. Cap. 18. and 11 and 12 *Will.* III. Cap. 7. and being convicted, ſhall ſuffer Death, and Loſs of Lands and Goods; and if any Perſon belonging to any Ship, upon meeting any Merchant Ship on the high Seas, or in any Port, Haven, or Creek, ſhall forcibly board or enter ſuch Ship, and tho' they do not ſeize and carry her off, ſhall throw overboard, or deſtroy any of the Goods, they ſhall be puniſhed as Pirates.

Every Ship fitted out with a Deſign S. 2.
to trade, or correſpond with any Pirate, and all the Merchandizes put on board the ſame, with an Intent to trade with any Pirate, ſhall be forfeited, one Moiety to the King, and the other to the Informer, to be recovered in the High Court of Admiralty.

All Perſons declared Acceſſaries, S. 3.
by 11 and 12 *Will.* III. to any Piracy, are by this Act declared principal Pirates.

S. 4. Every Offender convicted of any Piracy, &c. by Virtue of this Act, ſhall not have Benefit of Clergy.

S. 5. And to encourage Seamen and Mariners to defend their Ships from Pirates, the ſaid Act ordains, that in caſe any Mariner on board any Merchant Ship, ſhall be maimed in Fight againſt any Pirate, upon due Proof thereof, he ſhall not only have and receive the Rewards appointed by 22 and 23 *C.* II. Cap. 11. but ſhall be provided for in *Greenwich Hoſpital*, preferable to any other Seaman who is diſabled from Service by Age.

S. 6. If any Commander, or other Officer, or Seaman of a Merchant Ship, that carries Guns and Arms, ſhall not fight and endeavour to defend themſelves when attacked by a Pirate, or ſhall utter any Words to diſcourage the other Mariners from defending the Ship, by which Means ſhe is taken by the Pirate, in ſuch Caſe, the ſaid Commander, &c. ſhall forfeit all the Wages due to him or them, to the Owners of the Ship, and ſhall ſuffer ſix Months Impriſonment.

S. 7. No Maſter or Owner of any Merchant Ship, ſhall pay to any Seaman beyond the Seas, any Money or Effects on Account of Wages, exceeding one Moiety of the Wages due at the Time of ſuch Payment, till ſuch Ship ſhall return to *Great-Britain*, *Ireland*, or the Plantations, or to ſome other of his Majeſty's Dominions whereto they belong, on Forfeiture of double the Money ſo paid, &c.

S. 10. This Act ſhall extend to all his Majeſty's Dominions in *Aſia*, *Africa*, or *America*, and ſhall be a public Act, and ſhall continue ſeven Years, &c. *made perpetual* 2 *Geo.* II. Cap. 28.

Coke 3. Inſtit. Tit. Admir. The Act 11 and 12 *Will.* 3 Ch. 7. does not alter the Offence, or make the Offence Felony, but leaves it as it was before this Act, *viz.* Felony only by the Civil Law, but giveth a Mean of Trial by the Common Law, and inflicteth Pains of Death, as if they had been attainted of any Felony done upon the Land.

The Indictment muſt mention the ſame to be done on the high Sea.

2 *Geo.* II. Ch. 21. If any Perſon be feloniouſly ſtricken or poiſoned upon the Sea, or at any Place out of *England*, and dies in *England*, or ſtricken or poiſoned in *England*, and dies on the Sea, or out of *England*, the Fact is triable in any County, according to the Courſe of the Common Law, except Challenges for the Hundred.

A Pardon of all Felonies does not extend to Piracy, but the ſame ought *eſpecially* to be named; and tho' there be a Forfeiture of Lands and Goods, yet there is no Corruption of Blood, nor can there be an *Acceſſary* of this Offence, tried by Virtue of this Statute, but if there be an *Acceſſary* upon the Sea to Piracy, he muſt be tried by the Civil Law. *Moore* 756. *Dy.* 308. Ditto. Page 71. S. 26.

The Statute of 35 *Hen.* VIII. Cap. 2. taketh not away the Statute for Treaſons, done upon the Sea, nor is Clergy allowable to the Party on the Statute 28 *Hen.* VIII. Vide 14 *Jac.* in *B. R.* *Moore* 756. plac. 1044. 3 Inſt. 112.

Tho' a Port be *Locus Publicus uti Pars Oceani*, yet it hath been reſolved more than once, that all Ports, not only the Town, but the Water is *infra Corpus Comitatus*. 1 *Inſt.* 391.

If a Pirate enters in a Port or Haven of this Kingdom, and aſſaults and robs a Merchant Ship at Anchor there, this is not Piracy, becauſe the ſame is not done *ſuper altum Mare*, (upon the high Sea) but a downright Robbery at Common Law, for that the Act is *infra Corpus Comitatus*, and was inquirable and puniſhable by the Common Law, before the Statute of 28 *Hen.* VIII. Cap. 15. an Inſtance of which was in *Hide & Al.* who robbed the Ship of one Capt. *Slue* of ſome Merchandize, appertaining to Mr. *Moſs*, a Merchant in *London*, and for which they were indicted at the Common Law, and found guilty, *Anno* 22 *Car.* II. at the *Old Baily*. *Molloy* de Jure Mar. P. 71. S. 27.

By the recited Act of 11 *Will.* III. it is (amongſt other Things) enacted, That all Piracies and Robberies committed on the Sea, or in any Haven or Place, where the Admirals have Power or Juriſdiction, may be examined and adjudged, according to the Directions of the Act, in any Place at Sea or Land, to be appointed by the King's Commiſſion; and alſo, that if any of his Majeſty's natutural born Subjects, or Denizens of this Kingdom, ſhall commit any Piracy, or Robbery, or Act of Hoſtility, againſt others of his Majeſty's Subjects on Sea, under Colour of Commiſſion from any foreign Prince or State, or Pretence of Authority from any Perſon, they ſhall be deemed Pirates, Felons, and Robbers; and being convicted according to the ſaid Act, or of 28 *Hen.* VIII. therein recited, ſhall ſuffer 18 *Geo.* II. p. 659. p. 660.

ſuch

ſuch Pains of Death, *&c.* as Pirates, *&c.* ought to have and ſuffer: and ſince the preſent Wars with *France* and *Spain*, diverſe Subjects have entered in the Service of his Majeſty's Enemies, on board Privateers, or other Ships, having Commiſſions from the Crowns of *France* or *Spain*, and committed Hoſtilities againſt his Majeſty's Subjects on the Seas, in the *Weſt-Indies*, &c. and Doubts have ariſen whether, as ſuch Offenders have been guilty of High Treaſon, they can be guilty of Felony within the Intent of the ſaid Act, and as ſuch be tried by the Court of Admiralty thereby appointed; to put an end to the ſaid Doubts, therefore, *It is enacted*, That all Perſons, being natural born Subjects, or Denizens of his Majeſty, who, during the preſent, or any future Wars, have committed, or ſhall commit any Hoſtilities on the Sea, or in any Haven, River, Creek, or Place, where the Admirals have Power of Juriſdiction, may be tried as Pirates, Felons, and Robbers, in the ſaid Court of Admiralty, on Shipboard, or on Land, as Perſons guilty of Piracy, *&c.* are, by the ſaid Act, directed to be tried; and being convicted thereof, ſhall ſuffer ſuch Pains of Death, Loſs of Lands, Goods, and Chattles, as other Pirates, *&c.* by the ſaid Act of 11 *Will.* III. or any other Act, ought to ſuffer.

p. 661.

Any Perſon who ſhall be tried and acquitted, or convicted according to this Act, for any of the ſaid Crimes, ſhall not be tried again for the ſame Fact, as High Treaſon.

p. 662.

Nothing in this Act ſhall extend to prevent any Perſons, guilty of any of the ſaid Crimes, who ſhall not be tried according to this Act, from being tried for High Treaſon within this Realm, according to the aforeſaid Act of 28 *Hen.* VIII.

Moore 756. 1 *Jac.* par. 1044.

If ſuch a Robbery be made in a *Creek* or *Port*, in ſuch Caſes, it has by ſome been conceived, that *Clergy* is allowable upon the Statute of 28 *Hen.* VIII. but if it be done *ſuper altum Mare*, there is no ſuch Allowance, as was ruled by the Opinion of Sir *Lionel Jenkins*, and the reſt of the Judges, upon the Piracy committed by *Cuſack* and others, who were executed *Anno* 1674. And if the Robbery be committed on great Rivers, within the Realm, (eſteemed always as common Highways) there it has formerly been doubted, whether the Benefit of Clergy ought to be granted; however it was ſeemingly ſettled by the Judges in the aforeſaid Caſe of *Hide*, and was laſt Seſſion confirmed by the following Act, *viz.*

24 *Geo.* II. p. 1055.

Diverſe wicked and evil-diſpoſed Perſons, being encouraged to commit Robberies and Theft, upon Navigable Rivers, *&c.* by the Privilege, as the Law now is, of being admitted to the Benefit of their Clergy; for the more effectual preventing ſuch Felonies for the future, *It is enacted*, That all Perſons, who ſhall at any Time, from and after the 24th of *June*, 1751, feloniouſly ſteal any Goods or Merchandize, of the Value of 40*s.* in any Ship, Barge, Lighter, Boat, or other Veſſel or Craft, upon any navigable River, or in any Port of Entry or Diſcharge, or in any Creek belonging thereto, or from off any Wharf, or Kay adjacent to any navigable River, Port of Entry, or Diſcharge within *Great-Britain*, or ſhall be preſent and aſſiſting in committing any of the ſaid Offences, being thereof convicted, or attainted, or being indicted, ſhall of Malice ſtand mute, or will not directly anſwer to the Indictment; or ſhall peremptorily challenge above twenty Perſons returned to be of the Jury, ſhall be excluded from the Benefit of Clergy.

p. 1056.

One *Cobbam* was arraigned in *Southwark*, before the Commiſſioners of Oyer and Terminer, for a Piracy and Robbery committed on a *Spaniard*, and refuſing to plead, it was moved by the Attorney General, whether he ought not in this Caſe to have the *Pain fort & dure*, and it was the Opinion of the Court he ſhould, from the Words, and reaſonable Intendment of the Statute 28 *Hen.* VIII. C. 15. and Judgment was given accordingly.

If a Man is taken on Suſpicion of Piracy, and a Bill is preferred againſt him, and the *Jury* find *Ignoramus*, and the Court of Admiralty will not diſcharge him, that of *King's-Bench* will grant a *Habeas Corpus*, and if there be good Cauſe, diſcharge him, or at leaſt admit him to Bail; but if the Court ſuſpects that the Party is guilty, perhaps they may remand him; and therefore in all Caſes, where the Admiralty legally have an original, or a concurrent Juriſdiction, the Courts above will be well informed before they will meddle or interfere.

Yelv. 134, 135. *Cro. El.* 685. *Cro. Jac.* 269. *Stiles*, 171, 340.

Aiding or aſſiſting the Eſcape of a Man in Cuſtody for Piracy, tho' the Matter is an Offence at Land, yet the *Admiralty* having Juriſdiction to puniſh the Principal, has likewiſe Power to puniſh ſuch an Offender, who is looked upon *Quaſi*, an Acceſſary to the Piracy; but on reſcuing a Priſoner from an Officer of theirs, they may examine the Cauſe, but they cannot proceed criminally againſt the Offender.

Lord *Raymond*, 893. The Exemplification of the Sentence of the Court of *Admiralty*, under their Seal, is concluſive Evidence in a Court of *Common Law*.

And although the Statute of 28 *Hen.* VIII. Cap. 15. does not alter the Offence, or make it Felony, but leaves it as it was before that Statute, *viz.* Felony only by the *Civil Law*, and gives a Mean of Trial by the *Common Law*, and inflicted ſuch Pains of Death, as if they had been attainted of any Felony; yet it was reſolved * by all the Judges and the reſt of the Commiſſioners then preſent, that his Majeſty having granted Letters of Repriſal † to Sir *Edmond Turner* and *George Carew*, againſt the Subjects of the *States General* of the *United Provinces*, which Grant was afterwards called in by Proclamation, then mortified in the Treaty of *Breda*, and finally ſuppreſſed under the Great Seal; that ſeveral having put in Execution the ſaid Commiſſion, under a Deputation from *Carew* only, without *Turner*, were indicted for Piracy, though they were acquitted, as it was decreed that the ſame was not a felonious and piratical Spoliation in them, but a Caption in order to an Adjudication; and though the Authority they acted under was deficient, yet not being done by the Captain and his Mariners, *animo deprædandi*, it could by no Means be made Piracy.

It has been cuſtomary to grant Commiſſions to the Commanders of Ships bound to the *Eaſt Indies*, for the Seizing of Pirates, and as I find they have always been to the ſame Purpoſe, tho' ſometimes variouſly worded, I ſhall add the Copy of one of them taken from an Original.

ANNE R.

" *ANNE*, by the Grace of God, Queen of *England*, *Scotland*, *France*, and *Ireland*, Defender " of the Faith, *&c.* to our truſty and well-beloved " *A. B.* Commander of the Ship *Triton*, Burthen four " hundred and twenty Tons, thirty Guns, and ſeventy Men, or to any other the Commander of the " ſame for the Time being, Greeting; *Whereas* " we are informed there are ſeveral Pirates and Sea " Rovers, which do infeſt the Seas of *India*, whither " you are now going: We have therefore thought fit " to authorize and impower, and accordingly do by " theſe Preſents authorize and impower you, to apprehend, ſeize, and ſecure the Perſons of any ſuch " Pirates, Free-Booters, and Sea Rovers, being either our own Subjects, or of other Nations aſſociated with them, as you ſhall meet with in any of " the Ports or Places, or upon any of the Coaſts or " Seas of *India*, or in any other Seas whatſoever, together with their Ships and Veſſels, and all ſuch " Merchandizes, Money, Goods, and Wares as ſhall " be found on board, or with them, in caſe they ſhall " willingly yield themſelves, but if they will not ſubmit without Fighting, then you are by Force to " compel them to yield: And we do alſo require you " to bring, or cauſe to be brought, ſuch Pirates, " Free-Booters, and Sea Rovers, as you ſhall ſeize or " take, to a legal Trial, to the End they may be proceeded againſt with the utmoſt Severity of Law. " And we do hereby enjoin you to keep an exact Journal of your Proceedings in the Execution of the " Premiſſes, and therein to ſet down the Names of " ſuch Pirates, and of their Officers and Company, " and the Names of ſuch Ships and Veſſels, as you " ſhall, by Virtue of theſe Preſents, ſeize and take, " and the Quantities and Qualities of all Arms, Ammunition, Proviſion, and Lading of ſuch Ships and " Veſſels, and the true Value of the ſame as near as " you can judge, and alſo to ſecure and take care of " all *Bills of Lading*, *Invoices*, *Cockets*, *Charterparties*, " and all other Papers, and Writings, of what Kind " ſoever, as ſhall be found on board ſuch Ships and " Veſſels; and we do hereby ſtrictly charge and " command you (as you will anſwer the ſame at your " utmoſt Peril) that you do not in any Manner offend or moleſt any of our Subjects, or the Subjects " of our Friends and Allies, their Ships or Goods, " by Colour or Pretence of theſe Preſents, or the " Authority hereby granted. In *Witneſs* whereof, " We have cauſed our Great Seal of *England* to be " affixed to theſe Preſents. *Given* at our Court at " *St. James's*, the 30th Day of *October*, 1704, in the " third Year of our Reign."

10 Rep. 109. *Dyer.* 269. *Jenk.* Cent. 325. In the Admiral's Patent, he has granted to him *Bona Pyratarum*; the proper Goods of Pirates only paſs by this Grant, and not piratical Goods. So it is of a Grant *de Bonis Felonum*, the Grantee ſhall not have Goods ſtolen, but the true and rightful Owner: But the King ſhall have piratical Goods, if the Owner be not known.

When a Pirate is condemned and executed, he is commonly hung in Chains on a Gibbet fixed by the River Side, as an Object to deter others from following ſuch Courſes, which might, ſooner or later, bring them to the ſame unhappy End; and though it

* *Seſſ. Admir. Feb.* 18. 1680. Caſe of *Compton Gwyther*, & al.

† Mentioned P. 177.

was

was to be feared, that among the large Number of Sailors which the late Peace rendered uſeleſs, many of them would have riſked their Necks to fill their Purſes, yet as we have not heard they have done ſo, there is Reaſon to hope they will avoid the fatal Cataſtrophe, by continuing in their Duty.

Of Convoys and Cruizers.

THE former, in a War, are appointed for the Safety of Merchant Ships, who ſail in Fleets under their Care and Protection; and even in Times of Peace, ſome are ordered by the Government to guard and defend our Trading Veſſels from the Aſſaults of Pirates, or Encroachers on our Commerce, more eſpecially in our Fiſheries, and other Parts of the *Weſt Indies*, where they may be expoſed to ſuch Attacks, or commercial Intruders; and the Sailing of ſuch Convoys are publickly advertiſed, and the Days fixed for their Departure, that Ships may get to the Rendezvous, or deſtined Places, by the Times appointed, and there receive Orders from the commanding Officer, relative to their future Proceedings, which the Maſters muſt take care punctually to obſerve, otherwiſe *they* only will be anſwerable for any Loſs or Miſcarriage, that may happen through ſuch a Neglect; but on the contrary, if the Fault lies on the Commodore, he is made puniſhable by the ſubſequent Laws, *viz.*

13 *Car.* II. St. 1 C. 9. S. 1. Art. 13. The Captains, Officers, and Seamen, of all Ships appointed for Convoy of Merchant Ships or others, ſhall diligently attend upon that Charge, without Delay, according to their Inſtructions; and whoſoever ſhall be faulty therein, and ſhall not faithfully defend the Ships and Goods in their Convoy, or ſhall demand any Money, or Reward, from any Merchant or Maſter for convoying of ſuch Ships belonging to his Majeſty's Subjects, ſhall be condemned to make Reparation of the Damage, as the Court of Admiralty ſhall adjudge, and alſo be puniſhed criminally by Pains of Death, or other Puniſhment, as ſhall be adjudged by the Court Martial.

Confirmed by 22 Geo. II. *p.* 693. *Art.* 17.

CRUIZERS are commonly the beſt ſailing Ships, appointed by the Admiralty to cruize in ſome certain Latitudes, in order to meet with, and apprehend, or deſtroy the Enemy; they are generally of the ſmalleſt Rates, and muſt by no means leave their Stations during the Time limited, except forced thereto by ſome Damage received, or by Streſs of Weather. By the 6 *Ann.* Cap. 13. it was *enacted*, that beſides the Line of Battle Ships, forty and three others ſhould be employed, as Cruizers and Convoys for the better Preſervation of trading Veſſels; four of which were to be Third Rates, and ſixteen Fourth Rates, and the reſt of ſufficient Force to guard our Commerce; they were to attend (as before mentioned) in certain Stations, and the Commiſſioners of the Admiralty may direct thoſe of the Navy, or ſome one, or more Perſons, reſident at ſuch Places as his Majeſty ſhall appoint, to ſuperintend and overſee every Thing relating to thoſe Cruizers; though the Commiſſioners of the Admiralty have alſo Power to order any of the ſaid Ships to be employed in the Line of Battle in caſe of need.

Several ſubſequent Acts have confirmed the above, and encreaſed the Number of Cruiſers as Neceſſity has required, to the no ſmall Security of our Maritime Intereſt, which ſuffered much leſs in the late War, by theſe prudent Precautions, than could have been expected, when the vaſt Number of the Enemy's Privateers was remembered; though I ſhould certainly do Injuſtice to the Bravery and Vigilance of our own, ſhould I not impute a great Part of our Merchant Ships Preſervation and the Enemy's Diſtreſs to their Courage and Conduct, which in many Inſtances was ſignalized very conſpicuouſly. And as I have mentioned the Methods of acting with Authority againſt the Enemy, I ſhall now proceed to treat of the Conſequence of their Succeſs, under theſe Articles.

Of

Of Captures, Condemnations, and Appeals.

I Have already had Occaſion to mention ſeveral Circumſtances concerning *Prizes*, under the preceding Article of Letters of Marque, *&c.* however ſhall add a few more here, and begin with the Diſtinctions made concerning them, which are of three Sorts, *viz.*

1. Ships and Goods taken by Letters of Marque, and by *Jus Repriſaliarum.*

2. Thoſe taken from Pirates or Sea Rovers; and,

3. Thoſe taked from profeſſed Enemies.

The firſt (as has been before mentioned) belong entirely to the Captors, after a legal Condemnation, as the ſecond do, after an Account thereof is given to the Admiral, and the third are to be proceeded in, according to the Power which authoriſed the Capture.

Molloy, P. 280. S. 17.

It has been alſo granted to Companies, to appropriate the Prizes made in conſequence of an Infringment of their Charters; as to the *Eaſt India* *, who have a Right to all Ships, *&c.* trading within their Limits, for which they may ſue in any of the Courts at *Weſtminſter*; as that of the *South Sea* may, though their Grant is yet more ample, *viz.* The Company ſhall have all Ships and Goods which ſhall be taken as Prize, by the Ships employed or licenſed by it, within their Limits, or by ſuch Ships of her Majeſty, as ſhe ſhall allow for Defence of the Trade, without any Account, ſave only that the Officers and Seamen on board the ſaid Ships of her Majeſty, which ſhall be aſſiſting to the taking any ſuch Ships or Goods as Prize, ſhall have ſuch Share thereof as her Majeſty ſhall direct by the Charter of Incorporation, and it ſhall be lawful for the Company and their Servants, and other Perſons employed and licenſed by them, to ſeize by Force of Arms the Perſons, Ships, Goods, or Effects, of any of the Subjects of her Majeſty, who ſhall frequent, trade, or adventure into the *South Seas*, or other the Limits aforeſaid, and to detain to the Uſe of the Company, the Ships, Goods, and Effects, ſo ſeized, and to ſend into *Great-Britain* the Perſons of ſuch of the Subjects of her Mejeſty as ſhall be ſo ſeized, in order to their being proſecuted according to Law.

9 *Ann.* Cap. 21. S. 51.

It has been obſerved in a preceding Part of this Work, that no Prize can be diſpoſed of, nor any of her Cargo touched, till after a legal Condemnation in the Court of Admiralty here, or elſewhere; and that no Delays may be made in the Proceſs, it is *enacted*, (as has been before quoted) Page 183, 184. that the Judge of ſuch Court ſhall, if requeſted thereto, finiſh within five Days, *&c.*

13 *Geo.* II. P. 133. See P. 213, 214.

The Commiſſioners of Appeals, appointed by his Majeſty, were all his Privy Counſellors, and ſome others mentioned in the Appointment to whom Appeals were to be made, both at home and abroad, as above; but as ſome Difficulties aroſe about the Commiſſion, the following Act was made to remedy and ſolve them, *viz.*

His Majeſty, in order to bring Appeals from Sentences in Cauſes of Prizes, pronounced in the Courts of Admiralty, to a ſpeedy Determination, did, by his Commiſſion, bearing Date the 11th of *July*, in the twenty-ſecond Year of his Reign, revoke a former Commiſſion, granted to all his Majeſty's then Privy Counſellors, and all other his Privy Counſellors for the Time being, during Pleaſure; and did alſo by the ſame Commiſſion, appoint all his Privy Counſellors then being, as alſo Sir *Thomas Parker*, Knight, Lord Chief Baron of the *Exchequer*; Sir *Martin Wright*, Sir *Thomas Denniſon*, and Sir *Michael Foſter*, Knights, Juſtices of the Court of *King's-Bench*; Sir *Thomas Abney*, Sir *Thomas Burnet*, and Sir *Thomas Birch*, Knights, Juſtices of the Court of *Common Pleas*; *Charles Clarke*, *Edward Clive*, and *Heneage Legge*, Eſqrs; Barons of the Court of *Exchequer*, and the Chief Baron of the *Exchequer*, for the Time being, to be Commiſſioners for hearing and determining ſuch Appeals during Pleaſure, *&c.* and as ſome Objections have been raiſed againſt the laſt mentioned Commiſſion, on account of the Lord Chief Baron of the *Exchequer*, the Juſtices of the *King's-Bench* and *Common Pleas*, and the Barons of the *Exchequer*, who were not of the Privy Council, being joined therein; *It is therefore enacted*, That the ſaid Commiſſion, and all the Powers granted therein,

22 *Geo.* II. P. 127.

P. 128.

* 7 *Geo.* I. Cap. 21. Sect. 1. 3 *Geo.* II. Cap. 14. Sect. 9.

ſhall

ſhall be deemed good in Law; and the Commiſſioners, as well as the ſaid Lord Chief Baron, and the ſaid Juſtices and Barons therein named, and the Lord Chief Baron of the *Exchequer*, and the Juſtices of the *King's-Bench* and *Common Pleas*, and the Barons of the *Exchequer* for the Time being, although they ſhould not be of the Privy Council, are impowered, during his Majeſty's Pleaſure, to receive and determine all ſuch Appeals, and to uſe all other Juiſdictions, according to the true Intent of the ſaid Commiſſion.

No Sentence, upon the Hearing of any ſuch Appeal, ſhall be valid, unleſs a Majority of the Commiſſioners preſent be of the Privy Council.

Of Bills of Health and Quarantine.

THE dreadful Ravages made by Peſtilential Diſorders in thoſe Countries moſt ſubject to them, makes every Prince and State fearful of receiving the Infection, by the Admiſſion of Goods from ſuſpected Places; and to avoid it, they always inſiſt on Ships bringing Certificates from the Magiſtracy of the Port they laſt came from, declaring their Country to be free from any contagious Diſtemper; theſe are termed Bills of Health, (of which Copies are annexed) and coming in this Form, are called *clean* ones, in Oppoſition to *foul* ones, which are given Ships, when they proceed from infected Places, and theſe always obſtruct their Admittance to Trade, till they have performed a Quarantine of as many Days as the Guardians of Health where they arrive may judge neceſſary, being commonly from ten to forty; on Expiration of which, it is cuſtomary abroad for Phyſicians to examine the Ship's Crew, and ſtrict Search is made on board, by Perſons appointed to ſee whether the Number of Sailors correſpond with thoſe mentioned in the Bills of Health, and if any Difference appears, it will be difficult in any Country, and impoſſible in ſome, to obtain Admiſſion afterwards; therefore it behoves every Captain to be very circumſpect in having the exact Number of his Company inſerted.

But though the Sailors are not admitted to a Communication with the Shore, till the aforementioned prudent Precautions have preceded; yet all Commodities unſuſceptible of the infectious Taint, (ſuch as Corn, *&c.*) are permitted immediately to be landed, at proper Places (by the Mariners) from whence they are afterwards conveyed to thoſe deſtined for their Conſumption or Sale.

Several foreign States have ſet apart, and appropriated certain Parcels of Lands for the aforementioned Purpoſes, which they have encloſed, and erected Buildings both for the Reception of Goods and Paſſengers to lay their Quarantine in, where the latter are comfortably accommodated, under the Vigilance of Guards, appointed to hinder any one's too near Approach to theſe Recluſes: Such are the *Lazarettos* at *Marſeilles*, *Venice*, &c. and the Expences vary on theſe Occaſions, according to the Difference of Climes and Accommodations.

All Ships performing Quarantine here, do it at *Stanley* Creek, under ſuch Regulations as his Majeſty in Council is pleaſed to appoint; and every Merchant who had any Goods from *Italy*, during the laſt Plague at *Meſſina*, was obliged to ſhew his Documents, that is, the Bills of Lading, Invoices, Letters, or any other Papers in which his Goods were mentioned, to Gentlemen in the Secretary of the Cuſtoms Office, appointed to examine them; and the Merchandize, after lying the Time ordered, was opened, aired, and underwent the appointed Search, before it was permitted to be put into Lighters, and brought to *London*, &c.

The following is the Form of an *Engliſh* Bill of Health, which is given at the *Cuſtomhouſe* (ſigned by the Benchers) and coſts five Shillings, *viz.*

" OMNIBUS Chriſti fidelibus, ad quos præſen-
" tes Literæ pervenerint; nos miniſtri ſereniſ-
" ſimi principis Domini noſtri GEORGII *ſecundi* Re-
" gis in portu civitatis *Londini* Salutem.—Cum pium
" ſic ac honeſtum veritati teſtimonium perhibere, ne
" error & deceptio præjudicii ipſam opprimat: Cum-
" que navis nuncupata
"
" cujus nauclerus ſub Deo eſt
"
" quæ jam parata eſt a portu
" dictæ civitatis *Londini* decedere, & ab hinc Deo vo-
" lente pro & alia loca
" tranſmarina cum
" in eâdem
" nave adpellere; hinc eſt quòd univerſitati veſtræ
" tenore præſentium innoteſcimus fidemque indubi-
" tatam facimus, quòd (Deo optimo maximo ſumma
" laus

" laus attribuatur) in hac dicta civitate nulla Peſtis,
" Plaga, nec Morbus aliquis periculoſus, aut conta-
" gioſus, ad præſens exiſtit: in cujus rei Teſtimo-
" nium ſigillum officii noſtri apponi fecimus. Datum
" hoc in regio telonio civitatis *Londini* prædictæ
" anno ſalutis
" Chriſtianæ ſecundùm computationem Eccleſiæ *An-*
" *glicanæ* milleſimo ſeptingenteſimo
" annoque Regni dicti ſereniſſimi Domini noſtri
" Georgii *Secundi* Dei gratiâ *Magnæ Britanniæ*, &c.
" *Fidei Defenſoris*, &c."

The ſubſequent is copied from a Bill of Health, given at *Alicant* in *Spain*, being the ſame with thoſe of all the other Ports of that Kingdom; and differing only in Form from thoſe of *Italy* and other Parts, this Duplicate may ſuffice to ſhew the Nature and Contents of them all.

" UNIVERSIS cujuſvis Auctoritatis Salutem in
" Domino; nos regimen illuſtris civitatis Ali-
" cantis, & Villæ de Muchamel, Teſtamur, quod
" dicta civitas & villa (Deo auſpice) optima gaudent
" ſalute, & nullius contagioſi morbi veſtigio inficiun-
" tur; & fidem facimus à noſtro portu diſcedere Na-
" vem nominatam cujus dux
" eſt
" cum
" nautis, & prout
" aſſervit viam dirigis verſus
" quare oramus ut illa
" ejuſque nautæ, ſimul cum mercibus, abſque dubio
" de valetudine perſonarum, & locorum unde veni-
" unt, recipiantur. In quorum fidem has noſtras
" Literas manu Scribæ noſtri firmatas, & ſigillo
" Mayori noſtræ civitatis munitas illi concedimus.
" Datis *Alicantis* Die Menſis
" Anno a Nativitate
" Domini."

Pro illuſtri & ſemper fideliſſima civitate Alicantis,

N. P.

Of Embargoes, or Reſtraint of Princes.

AN Embargo is commonly underſtood to be a Prohibition of Ships ſailing on the Breaking out of a War, to hinder their giving any Advice to the Enemy; but it has a much more extenſive Signification, as they are not only ſtopped from the aforementioned Motives, but are frequently detained to ſerve a Prince in an Expedition, and for this have often their Loadings taken out, if a ſufficient Number of empty ones are not procurable to ſupply the State's Neceſſity, and this without any Regard to the Colours they bear, or whoſe Subjects they are; ſo that it frequently happens, that many of the *European* Nations may be forcibly united in the ſame Service, at a Juncture that moſt of their Sovereigns are at Peace and in Amity with the Nation againſt which they are obliged to ſerve.

Some have doubted of the Legality of the Thing; but it is certainly conformable to the Law both of Nature and Nations, for a Prince in Diſtreſs to make uſe of whatſoever Veſſels he finds in his Ports, that are fit for his Purpoſe, and may contribute to the Succeſſes of his Enterprizes; but with this Circumſtance, that he makes them a reaſonable Recompence for their Trouble, and does not expoſe either the Ships or Men to any Loſs or Damage.

The *Spaniards* laſt Expedition againſt *Oran*, could not have been executed without making uſe of theſe Means, as the Veſſels which their own Country could furniſh, would have proved inſufficient for tranſporting the Troops neceſſary to be embarked; and therefore they embargoed all thoſe that happened to be in their Ports, to the Number of more than ſix Hundred, and obliged the Captains to contract for two and an half Dollars *per* Ton, *per* Month, which was pretty punctually paid before they were diſcharged. The ſame was practiſed by that Monarch in his *Sicilian* Expedition, ſo fatal to his Arms in their naval Conflict with Sir *George Byng* (afterwards Lord *Torrington*, and one of the greateſt Men of the Age) though ſo glorious and ſucceſsful to his Land ones, as it was in Conſequence of the Advantages there gained againſt the Emperor, that he obtained a Crown for his Son, his preſent *Neapolitan* Majeſty.

Thoſe Captains who refuſed to comply were impriſoned till they did, and had any one eſcaped after entering the Service, he thereby forfeited every future Proſpect of Admittance in that Country, without running the Riſque of paying dearly for his Temerity.

Of

Of Protections, Paſſports, and Safe Conducts.

PASSPORTS are commonly granted to Friends, and SAFE CONDUCTS to Enemies, though Cuſtom has made the Meaning of theſe Terms to be much the ſame in this Place; but in a Military Treatiſe would be differently conſtrued; and they only ſignify here that Shelter a Prince affords to either Ships or Men, againſt the aforementioned Embargoes, or his granting to ſome Particulars a Leave to trade, denied to others, or his Permiſſion for them to come into his Kingdom while a general Prohibition ſubſiſts, and ſometimes even during a War with the State whoſe Subjects they are.

This has often happened in our Diſputes with *Spain*, where our Ships went currently at the Beginning of the War commenced in 1718, and on many other Occaſions, under the Protection of a Paſs, which his Catholick Majeſty granted to ſeveral, and which ſerved for one Voyage; theſe Paſſes had Blanks left for the Names of Ships, Captains, *&c.* and at firſt coſt about twenty Dollars; though when a Stop was put to granting any more, their Price roſe in proportion to their Demand; and the few who had any remaining, made a very conſiderable Advantage of them: The ſame has been practiſed by many of our former Kings, and confirmed by the ſeveral ſubſequent Acts, *viz.*

15 *Hen.* VI. Cap. 3. In all Safe-Conducts to be granted to any Perſons, the Names of them, of the Ships, and of the Maſters, and the Number of the Mariners, with the Portage of the Ships, ſhall be expreſſed.

18 *Hen.* VI. Cap. 8. Merchants Aliens may load Ships of *Spain*, and other Parts, Adverſaries and Enemies of the King, if the Maſters, or Merchants of ſuch Ships, have Letters Patent of the King of his Safe Conduct, making mention of the Name of the Ships, and of the Maſters; and if any ſuch Ship charged with ſuch Merchandizes of ſuch Merchants be taken upon this Sea, by the King's People, not having the King's Letters Patent, within the Board of ſuch Ships, at the Day of the Taking, nor that ſuch Letters Patent be in the Chancery inrolled, the Takers may enjoy the ſame.

20 *Hen.* VI. C. 1. S. 2. All Letters of Safe Conduct to be granted to the King's Enemies, or others, ſhall be inrolled in Chancery before ſuch Letters be delivered; and all Letters of Safe Conduct not inrolled before Delivery ſhall be void.

S. 3. If any Goods be taken by the Subjects of the King upon the Sea, charged in any Ship belonging to Enemies, not having Letters of Safe Conduct inrolled, they that take the Goods ſhall them enjoy.

S. 4. The Subjects taking ſuch Ships, not having Letters of Safe Conduct within the ſaid Ships, and bringing them within the Realm, ſhall not be endamaged for ſuch Taking, if they be ready to make Reſtitution, within reaſonable Time after Knowledge is made to them of the Letters of Safe Conduct, inrolled in Chancery before the Taking.

31 *Hen.* V C. 4. If any Subjects attempt to offend upon the Sea, or in any Port under the King's Obedience, againſt any Strangers in Amity, League, or Truce, or by Safe Conduct, the Chancellor ſhall have Authority to cauſe ſuch Perſon to be delivered, and the Ships or Goods taken to be reſtored, *&c.*

There was formerly appointed in theſe Realms a Conſervator of *Safe-Conducts*, and as the ſame Perſon had alſo the Care of *Truces*, it naturally leads me to mention ſomething, as I propoſed,

Of Leagues and Truces.

LEAGUES or TREATIES are either with Enemies, Friends, or Neuters, and thoſe made with the former are for a *limited Time*, or *perpetual.*

Perpetual is where a Peace finiſhes all Diſputes, and reſtores a perfect Amity between the contracting Parties.

And Treaties for a Time, are termed TRUCES, which are alſo *general* or *particular.*

General Truces include all the States of both Princes, in regard to their Subjects and Commerce, whilſt *particular ones* are only for certain Places, or certain Perſons, with a Limitation of their Trade, and ſometimes

times go no farther than a bare Suſpenſion of Arms.

A *Truce*, however, whether *general* or *particular*, is an Agreement, or a Ceſſation of all Hoſtilities, during the Term ſtipulated, and ought not to be infringed or broken, on any Account; *it* frequently is a Parent of Peace, as it allows room for Conſideration, and to treat of it, and beſides affords Opportunity for ſettling the jarring Intereſts of Princes, who are to be comprehended in it.

A *general Truce*, is ſometimes ſettled for ſo long a Term, as to become equal to a Peace, and ſuch are commonly made betwixt Princes, equal in Power, who are unwilling to quit any thing of their ſuppoſed Rights by Peace, and yet deſire to live quietly in their preſent State, and by this Medium ſatisfy their Point of Honour. Such Truces are likewiſe (from the foregoing Conſiderations) leſs ſubject to a Breach, than a Peace that is made perpetual, as Princes, who by this latter find themſelves aggrieved, will ſeek out plauſible Reaſons to forſake or evade it; but in the other, when the limited Time is expired, they have only to renew, or excuſe it.

Rot. Pat. 4. *H.* V. Num. 4. *Coke* 4. Inſtit. 156.

Some Alliances are contracted for an Enterprize, and for one ſole Effect, in that Part in which the Allies are intereſted, and theſe are generally called *Leagues*, and have been ſometimes here confirmed by *Act of Parliament*, and are ſuch Agreements, as are always made by Command of the ſupreme Power; and theſe, as well as *Safe-Conducts* are, or ought to be of Record, that is, inrolled in Chancery, that the Subjects may know who are Friends, and can have Actions perſonal here, or who the contrary, and can have none.

4 Inſt. 152.

Leagues commonly are *offenſive*, and the ordinary Cauſes for which Princes and Republicks make them, are either to facilitate a Conqueſt, or to ballance the Power of an ambitious and enterprizing Neighbour; ſuch were thoſe entered into againſt the Opulency and growing Greatneſs of the *Spaniards:* and ſince, in Oppoſition to the Aims of *Lewis* XIV. after univerſal Monarchy.

But tho' Leagues are generally *offenſive*, yet many are confined only to the *defenſive* Part, and theſe entered into with the ſole View, of guarding againſt the ſiniſter Intentions, or Attempts of any vicinal Power, of which I might produce many Inſtances; but as what I have already ſaid on the Subject may ſuffice for a Place in a Mercantile Treatiſe, I ſhall not intrude any farther on my Reader's Time or Patience by enlarging on it, but proceed to the Articles.

Of Proclamations for War and Peace.

THE proclaiming of War, or ſettling of Peace, is one of the Prince's Prerogatives, tho' both the one and the other are frequently approved, and confirmed by Act of Parliament; and a general War is either ſolemnly denounced, or not; the former is, when War is publickly declared by our King againſt another State, (as that in 1671 againſt the *Dutch*) and an unſolemn one is, when two Nations ſlip into a War without any Proclamation of it, as was the Caſe of the *Spaniſh* Invaſion, where a real, tho' not a ſolemn War, aroſe thereby, and our laſt Breach with that Monarch was commenced and carried on without any formal Denunciation, till their Example made it neceſſary to proclaim to the People the Enmity broke out, and in Conſequence thereof, to put into their Hands Weapons to defend themſelves, I mean Letters of Marque, which were not granted previous to a publick Declaration of the Rupture.

War and Peace are always proclaimed by a Herald at Arms, accompanied by proper Notaries with ſome of the Guards, and when they enter *London*, they are joined by ſome of the City Officers: The Proclamation is read by the Notaries to the Herald who repeats it, (all being bare-headed) and is firſt begun at *St. James*'s, then at *Charing-Croſs*, *Temple-Bar*, *Cheapſide*, and laſt at the *Royal-Exchange*.

When War is proclaimed, it is cuſtomary to prohibit (tho' not always) a Commerce with the Enemy, by interdicting the Entrance of any of the Commodities of his Country into ours, as was done in the late War (before-mentioned) with *Spain*, by the following Act of Parliament, *viz.*

13 *Geo.* II. p. 543.

The Preamble ſets forth, that the repeated Inſults, Depredations, and Cruelties of the *Spaniards*, had obliged his Majeſty to make uſe of the Power which God had given him, to vindicate the Honour of his Crown, and ſecure to his Subjects their undoubted Rights and Privileges of Navigation and Commerce; and in order thereto, his Majeſty, on juſt and honourable Grounds, had thought fit to declare War with *Spain*; and it being highly requiſite

ſite to prohibit all Commerce between his Majeſty's Subjects, and thoſe of *Spain* in *Europe*, and to enforce ſuch Prohibitions by ſevere Penalties,
p. 544. *It is enacted*, that from and after the 1ſt Day of *June*, 1740, no Goods whatever, of the Growth or Manufacture of *Old Spain*, lying in *Europe*, or of the *Canary Iſlands* (except Goods taken and condemned as lawful Prize, and ordered to be ſold as periſhable) during the preſent War with *Spain*, ſhall be imported into *Great-Britain* or *Ireland*, or the Iſles of *Jerſey*, *Guernſey*, *Alderney*, *Sark*, *Man*, *Minorca*, or the Town of *Gibraltar*, from any Place, mixt, or unmixt with the Commodities of the Growth or Product of any other Nation, on Penalty of Forfeiture of ſuch Goods, and treble the Value, and of the Ship or Veſſel, with all her Furniture, *&c.*

This Act does not extend to hinder any ſuch Commodities belonging to the Kingdom of *Spain*, which ſhall be imported into *Minorca* or *Gibraltar*, on or before the 1ſt of *May* 1740, from being imported into *Great-Britain*, on or before the 24th of *June*, 1740, in *Britiſh* built Shipping, navigated according to Law, and proved on Oath before the Commiſſioners of the Cuſtoms, in the Port of *London*, or before the Collector and Comptroller in any other Port of *Great-Britain*, who are to give ſuch Oath, and enquire into the Truth, whether ſuch Goods were imported into *Minorca* or *Gibraltar*, before the 1ſt Day of *May*.

If any Privateer ſhall by Conſent or
p. 545. Colluſion take any Ship or Veſſel, on Proof made thereof in the Court of Admiralty, the Privateer ſhall be forfeited, with all her Guns, Furniture, *&c.* and the Bail given in the ſaid Court, on taking out his Commiſſion; alſo the Merchant Ship ſo taken, with her Lading, *&c.* ſhall be condemned as lawful Prize, one third to go to the Proſecutor.

See Page 143 of this Act, at Page 184 of this Work.

If any Diſpute ariſe, whether the Commodities ſeized for having been imported as aforeſaid, or any Part thereof, ſingle or mixed, were of the Growth or Manufacture of *Spain*, or imported contrary to this Act; the Proof ſhall be made by the Importer or Claimer, and not by the Informer or Officer; and in Default of ſuch Proof, then Judgment ſhall be given for Recovery of the Forfeiture, and Execution immediately granted: And if any Informer or other Perſon, who ſhall ſeize or proſecute any Goods or Commodities, by Virtue of this Act, ſhall by Fraud or Colluſion delay the ſaid Proſecution, or the Proſecution of any Perſon offending againſt this Act, he ſhall forfeit 500*l.* for every Offence.

It is further enacted, that his Majeſty at any Time during the War, may by Proclamation, or Order in Council, to be publiſhed in p. 546. the *London Gazette*, take off the ſaid Prohibition; and thereupon ſuch Goods may be imported, being firſt duly entered, and paying the Cuſtoms.

No Perſon ſhall be admitted to enter a Claim to ſuch Seizure, without giving 100*l.* Security, to anſwer all Charges of Proſecution; and in Default, the ſaid Seizure ſhall be condemned.

No Goods ſeized and condemned in p. 547. the ſaid Iſlands of *Jerſey*, &c. or in *Gibraltar*, by Virtue of this Act, ſhall be imported into *Great-Britain* or *Ireland*, on any Pretence whatſoever, on Penalty of forfeiting the ſame, and treble the Value, and alſo the Ship importing the ſame, with her Tackle, Ammunition, *&c.* to be divided as if ſuch Ship and Goods had been imported from foreign Parts, contrary to this Act, *&c.*

Of the Admiralty.

AS the Kingdom of *Great-Britain* is on all Sides ſurrounded by the Sea, there will ever be a Neceſſity of Maritime Forces to protect and defend it; our Wooden Walls are our Bulwarks and Redoubts, to which we owe our Safety, and the Protection of that advantageous Commerce we carry on.

And for tranſacting of Marine Affairs, the Lord High Admiral hath Courts of his own, of which that at *London* is principal and chief, where all Proceſs and Proceedings run in his Name, and not in the King's, as they do in all the Courts of *Common Law.* The firſt Title of Admiral of *England* expreſly conferred upon a Subject, was given by Patent of K. *Richard* II. to the Earl of *Arundel* and *Surry*; and it appears, that anciently he had Juriſdiction of all Cauſes of Merchants and Mariners, happening not only upon the main Sea, but in all foreign Parts, within the King's Dominions, and 4 Inſt. 75. without them, and were to judge them in a ſummary Way, according to the Laws of *Oleron* and others.

In the Reign of *Edward* III. the Court of Admiralty was eſtabliſhed, and *Richard* II. limited its Juriſdiction. Of late Times this high Office has been generally executed by Commiſſioners, who by Statute are impowered to uſe and execute the like Authorities, as Lord High Admiral.

2 *W.* and *M.* cap. 2.

15 *Ric.* II. cap. 3. S. 2. The Admiralty hath Cognizance of the Death, or maiming of a Man, committed in any Ship riding in great Rivers, beneath the Bridges thereof near the Sea.

3 *Rep.* 107. But if a Man be killed on any Arm of the Sea, where the Land is ſeen on both Sides, the Coroner is by *Common Law* to enquire of it, and not the Admiral, for the County may take Cognizance of it; and where a County may enquire, the Lord Admiral has no Juriſdiction.

3 Inſt. 113. All Ports and Havens (as has been before obſerved) are *infra Corpus Comitatus*, where the Admiral hath no Juriſdiction, and between high and Low-Water Mark he and the *Common Law* have it by Turns, one upon the Water, and the other upon the Land.

13 *Car.* II. cap. 9. The Admiral hath Power to arreſt Ships for the Service of the King or Common-wealth; and every Commander, Officer, or Soldier of Ships of War, ſhall obſerve the Admiral's Commands, *&c.* on Pain of Death or other Puniſhment.

Ditto. The Lord Admiral hath Power to grant Commiſſions to inferior Admirals, *&c.* to call Courts Martial for the Trial of Offences againſt the Articles of War, and theſe Courts determine by Plurality of Voices, *&c.*

An Admiralty Proceſs is made out in the Admiral's Name, who has under him a Judge, commonly ſome learned Civilian; and though the Proceedings are according to Civil, and the *Maritime Laws* of *Rhodes* and *Oleron* (the Sea being without the *Common Law*) yet by Stat. *Hen.* VIII. Murder, Robbery, *&c.* at Sea, may be tried by ſpecial Commiſſion to the Lord Admiral, *&c.* according to the Laws of *England.*

See 11 and 12 *W.* III. c. 7.

4 Inſt. 133. The Admiralty is ſaid to be no Court of Record, on account of its Proceeding by the *Civil Law.*

6 Rep. But the Admiralty has Juriſdiction where the *Common Law* can give no Remedy; and all Maritime Cauſes, or Cauſes ariſing wholly upon the Sea, it hath Cognizance of.

2 *Cro.* 216. The Admiralty hath Juriſdiction in Caſes of *Freight*, *Mariners Wages*, Breach of *Charterparties*, though made within the Realm; if the Penalty be not demanded; and likewiſe in caſe of building, mending, ſaving, and victualling Ships, *&c.* ſo as the Suit be againſt the Ship, and not only againſt the Parties.

1 *Salk* 33. Mariners Wages are contracted on the Credit of the Ship, and they may all join in Suits in the Admiralty, whereas at Common Law they muſt all ſever; and on the contrary, the Maſter of a Ship contracts on the Owners Credit, and not the Ship's, and therefore he cannot proſecute in the Admiralty for his Wages.

Wood Inſt. 818. It is allowed by the common Lawyers and Civilians, that the Lord Admiral hath Cognizance of Seamens Wages, and Contracts, and Debts for making Ships; alſo of Things done in navigable Rivers, concerning Damages to Perſons, Ships, Goods, Annoyances of free Paſſage, *&c.* and of Contracts, and other Things done beyond Sea, relating to Navigation and Marine Trade.

2 *Bulſt.* 322. But if a Contract be made beyond Sea, for doing of an Act, or Payment of Money within this Kingdom, or the Contract is upon the Sea, and not for a Marine Cauſe, it ſhall be tried by Jury; for where Part belongs to the Common Law, and Part to the Admiral, the Common Law ſhall be preferred; and Contracts made beyond Sea, may be tried in *B. R.* and a Fact be laid to be done in any Place in *England*, and ſo tried here.

4 *Leon.* 257. Where a Contract is made in *England*, and there is a Converſion beyond Sea, the Parties may ſue in the *Admiralty*, or at Common Law.

Hob. 11. So where a Bond is made and delivered in *France:* An Obligation made at Sea, it has been held, cannot be ſued in the Admiral's Court, becauſe it takes its Courſe, and binds according to the Common Law.

3 *Lev.* 60. The Court of *Admiralty* cannot hold Plea of a Matter ariſing from a Contract made upon the Land, though the Contract was concerning Things belonging to the Ship; but the *Admiralty* may hold Plea for the Seamens Wages, *&c.* becauſe they become due for Labour done on the Sea; and the Contract made upon Land is only to aſcertain them.

Though

1 *Salk.* 31. See *Hob.* 79. Though where there is a ſpecial Agreement in Writing, by which Seamen are to receive their Wages in any other Manner than uſual; or if the Agreement at Land be under Seal, ſo as to be more than a *Parole* Contract, it is otherwiſe.

1 *Lill.* 368. If Goods delivered on Shipboard are imbezzled, all the Mariners ought to contribute to the Satisfaction of the Party who is the Sufferer, by the Maritime Law, and the Cauſe is to be tried in the Admiralty.

March Rep. 204. By the Cuſtom of the *Admiralty*, Goods may be attached in the Hands of a third Perſon, *in Cauſa Maritimi & Civili*, and they ſhall be delivered to the Plaintiff after Defaults, on Caution to reſtore them, if the Debt, *&c.* be diſproved in a Year and a Day; and if the Party refuſe to deliver them, he may be impriſoned *quouſque*, &c.

Godb. 260. 1 *Shep.* Abr. 129. See 1 *Salk.* 33. The Court of *Admiralty* may cauſe a Party to enter into Bond, in Nature of Caution or Stipulation, like Bail at *Common Law*; and if he render his Body, the Sureties are diſcharged; and Execution ſhall be of the Goods or the Body, *&c.* not of the Lands.

Owen 122. *Hughes* Abr. 113. Some Sailors Clothes were bought in the Pariſh of *St. Catherine*, near the *Tower*, *London*, and were delivered in the Ship; on a Suit in the *Admiralty* for the Money, Prohibition was granted; for this was within the County: The ſame of a Ship lying at *Blackwall*, &c.

1 *Show.* 179. But the *Admiralty* may proceed againſt a Ship, and the Sails, and Tackle, when they are on Shore, although alledged to be detained on Land; yet upon alledging Offer of a Plea, claiming Property therein, and Refuſal of the Plea, on this Suggeſtion a Prohibition ſhall be had.

4 Inſt. 141. The *Admiralty* Court may award Execution upon Land, though not hold Plea on any thing ariſing on Land.

1 *Roll.* Abr 530. And upon Letters Miſſive or Requeſt, the *Admiralty* here may award Execution, on a Judgment given beyond Sea, where an *Engliſhman* flies, or comes over hither, by Impriſonment of the Party, who ſhall not be delivered by the *Common Law*.

Sid. 418. When Sentence is given in a foreign *Admiralty*, the Party may libel for Execution of that Sentence here; becauſe all Courts of Admiralty in *Europe* are governed by the *Civil Law*.

Sentences of any Admiralty in another Kingdom are to be credited, that ours may be credited there, and ſhall not be examined at Law here; but the King may be petitioned, who may cauſe the Complaint to be examined; and if he finds juſt Cauſe, may ſend to his Embaſſador where the Sentence was given, to demand Redreſs, and upon Failure thereof, will grant Letters of Marque and Repriſal. *Raym.* 473.

If one be ſued in the *Admiralty*, contrary to the Statutes 13 and 15 *R.* II. he may have a *Superſedeas* to cauſe the Judge to ſtay the Proceedings, and alſo have Action againſt the Party ſueing. 10 Rep. 75.

A Ship being privately arreſted by *Admiralty* Proceſs only, and no Suit, it was adjudged a Proſecution within the Meaning of the Statutes, and double Damages, *&c.* ſhall be recovered. 1 *Salk.* 31, 32.

And if an erroneous Judgment is given in the *Admiralty*, Appeal may be had to Delegates appointed by Commiſſion out of *Chancery*, whoſe Sentence ſhall be final.

The *Lord High Admiral* of *Great-Britain* doth, by Virtue of his Place, appoint in diverſe Parts of the Kingdom his ſeveral Subſtitutes, or *Vice-Admirals*, with their Judges and Marſhals, by Patent under the Great Seal of the High Court of *Admiralty*, which *Vice-Admirals* and Judges do exerciſe Juriſdiction in maritime Affairs, within their ſeveral Limits; and in caſe any Perſon be aggrieved by any Sentence or Interlocutory Decree that has the Force of a definitive Sentence, he may appeal to the *High Court of Admiralty*. Stat. 8 *Eliz.* C. 5.

Beſides the abovementioned Vice-Admirals, *&c.* the Lord High Admiral hath under him many Officers differing in Degrees and Qualities, as ſome are of a military, and others of a civil Capacity, ſome judicial and others miniſterial; ſo that the Marine Juriſdiction may juſtly be deemed a ſeparate Commonwealth or Kingdom, and the Lord High Admiral be reputed as a Viceroy of it.

There is under this Court, a Court of *Equity* for determining Differences between Merchants; and in criminal Affairs, which is commonly about Piracy, the Proceeding in this Court was formerly by Accuſation and Information, according to the *Civil Law*, by a Man's own Confeſſion, or Eye-Witneſſes, by which any one was to be proved guilty before he could be condemned; but that being found inconvenient, there were

were two Statutes made by *Hen.* VIII. that criminal Affairs ſhould be tried by Witneſſes and a Jury, and this by a ſpecial Commiſſion of the King to the Lord Admiral, wherein ſome of the Judges of the Realm are ever Commiſſioners, and the Trial, according to the Laws of *England*, directed by thoſe Statutes.

There ſeems to be *Diviſum Imperium* between the *Common Law* of *England* and the *Admiralty*, for ſo far as Low-Water-Mark is obſerved in the Sea, is counted *infra Corpus Comitatus Adjacentis*, and the Cauſes thence ariſing are determinable by the Common Law; yet when the Sea is full, the Admiral hath Juriſdiction there alſo (ſo long as the Sea flows) over Matters done between the Low-Water-Mark and the Land, as appears in Sir *Henry Conſtable*'s Caſe.

5 Rep. *Coke* P. 107.

The Management of the Navy Royal under the Lord High Admiral, is committed to the Care of the principal Officers and Commiſſioners of it; and as all the Laws for regulating and ordering his Majeſty's Navies and Forces by Sea, were in the 22 *Geo.* II. collected and formed into one Body, I have determined to give my Reader an Abſtract of it, in hopes the inſpecting ſo excellent a *Code* may afford him a Pleaſure.

The Preamble ſets forth, that the ſeveral Sea Laws having been found not to be ſo full, clear, expedient, or conſiſtent with each other, as they ought to be, therefore to amend and explain the ſame, and to reduce them into one uniform Act, *It is enacted*, that from and after the 25th of *December*, 1749, the Articles and Orders following, as well in Time of Peace as in War, ſhall be obſerved and put in Execution in Manner herein after mentioned.

22 *Geo.* II. p. 689.

1. All Commanders, Captains, *&c.* of his Majeſty's Ships of War, ſhall cauſe the publick Worſhip of Almighty God, according to the Liturgy of the Church of *England*, to be reverently performed in their reſpective Ships, and ſhall take care that Prayers and Preaching be performed diligently; and that the Lord's Day be obſerved according to Law.

2. All Flag-Officers, and Perſons belonging to his Majeſty's Ships of War, being guilty of prophane Oaths, Curſings, Execrations, Drunkenneſs, Uncleanneſs, or other ſcandalous Actions, in Derogation of God's Honour, and Corruption of good Manners, ſhall incur ſuch Puniſhment as a Court Martial ſhall think fit to impoſe, *&c.*

3. If any Officer or other Perſon of the Fleet, ſhall give, or entertain, Intelligence to, or with any Enemy, or Rebel, without Leave from the King or the Lord High Admiral, *&c.* and be thereof convicted by a Court Martial, he ſhall be puniſhed with Death.

4. If any Letter or Meſſage from any Enemy or Rebel, be conveyed to any Officer, or any other Perſon in the Fleet, and ſuch Perſon ſhall not, within twelve Hours (having Opportunity) acquaint his ſuperior Officer with it; or if any ſuperior Officer, being acquainted therewith, ſhall not in convenient Time reveal the ſame to the Commander in Chief, every Perſon ſo offending ſhall ſuffer Death, *&c.*

P. 690.

5. All Spies, who ſhall bring or deliver any ſeducing Letters or Meſſages, from any Enemy or Rebel; or endeavour to corrupt any Perſon in the Fleet, they ſhall ſuffer Death.

6. No Perſon in the Fleet ſhall relieve an Enemy or Rebel, with Money, Victuals, Powder, Shot, Arms, Ammunition, or any other Supplies, directly or indirectly, upon Pain of Death, *&c.*

7. All Writings whatſoever, that ſhall be taken, or found on board Ships which ſhall be taken as Prize, ſhall be preſerved, and the Originals ſhall, by the commanding Officer of the Ship which ſhall take ſuch Prize, be ſent entirely and without Fraud to the Court of Admiralty, or ſuch other Court, or Commiſſioners, as ſhall be authorized to determine whether ſuch Prize be lawful Capture, there to be viewed, made uſe of, and proceeded upon, according to Law, upon Pain of forfeiting his Share of the Capture, *&c.*

8. No Perſon in, or belonging to the Fleet, ſhall take out of any Prize, any Money, Plate, or Goods, unleſs it ſhall be neceſſary for the better ſecuring thereof, or for the neceſſary Uſe or Service of any of his Majeſty's Ships of War, before the ſame be adjudged lawful Prize; but the entire Account of the Whole, without Embezzlement, ſhall be brought in, and Judgment paſſed upon the Whole, without Fraud, upon Pain that every Perſon offending ſhall forfeit his Share of the Capture, *&c.*

9. If any Veſſel ſhall be taken as Prize, none of the Officers or Perſons on board her, ſhall be ſtripped of their Cloaths, or pillaged, beaten, or evil-intreated, upon Pain, that the Offender ſhall be puniſhed as a Court Martial ſhall ſentence.

10. Every Flag-Officer, Captain, and Commander in the Fleet, who upon Signal or Order of Fight, or Sight of any Ship or Ships, which it may be his Duty to engage, or who upon Likelihood of Engagement, ſhall not make the neceſſary Preparations for Fight, and ſhall not in his own Perſon, and according to his Place, encourage the inferior Officers and Men to fight courageouſly, ſhall ſuffer Death, or

other Puniſhment, &c. and if any Perſon in the Fleet ſhall treacherouſly or cowardly yield, or cry for Quarter, on being convicted, ſhall ſuffer Death.

11. Every Perſon in the Fleet, who ſhall not duly obſerve the Orders of the Admiral, Flag-Officer, Commander of any Squadron or Diviſion, or other his ſuperior Officer, for aſſailing, joining Battle with, or making Defence againſt any Fleet, Squadron, or Ship, or ſhall not obey the Orders of his ſuperior Officer, in Time of Action, to the beſt of his Power, or ſhall not uſe all poſſible Endeavours to put the ſame effectually in Execution, being convicted thereof, ſhall ſuffer Death, &c.

12. Every Perſon in the Fleet, who through Cowardice, Negligence, or Diſaffection, ſhall, in Time of Action, withdraw or keep back, or not come into the Engagement, or ſhall not do his utmoſt to take or deſtroy every Ship which it ſhall be his Duty to engage, and to aſſiſt and relieve all and every of his Majeſty's Ships, or thoſe of his Allies, which it ſhall be his Duty to aſſiſt and relieve, being convicted thereof, ſhall ſuffer Death.

13. Every Perſon in the Fleet, who through Cowardice, Negligence, or Diſaffection, ſhall forbear to purſue the Chace of any Enemy, Pirate, or Rebel, beaten or flying; or ſhall not relieve and aſſiſt a known Friend in View, to the utmoſt of his Power, being convicted, ſhall ſuffer Death.

14. If any Action, or any Service ſhall be commanded, and any Perſon in the Fleet ſhall preſume to delay or diſcourage the ſame, upon Pretence of Arrears of Wages, or any Pretence whatſoever, and be convicted thereof, he ſhall ſuffer Death, &c.

15. Every Perſon in, or belonging to the Fleet, who ſhall deſert to the Enemy, Pirate, or Rebel, or run away with any of his Majeſty's Ships, or any Ordnance, Ammunition, Stores, or Proviſion belonging thereto, to the weakening of the Service, or yield up the ſame cowardly or treacherouſly, being convicted, ſhall ſuffer Death.

16. Every Perſon in or belonging to the Fleet, who ſhall deſert or entice others ſo to do, ſhall ſuffer Death, or ſuch other Puniſhment, as the Circumſtances of the Offence ſhall deſerve, and a Court Martial ſhall think fit; and if any Commanding Officer of any of his Majeſty's Ships of War, ſhall receive or entertain a Deſerter from any other of his Majeſty's Ships, after diſcovering him to be ſuch, and ſhall not with all convenient Speed give Notice to the Captain of the Ship, to which ſuch Deſerter belongs, or if the ſaid Ships are at any conſiderable Diſtance from each other, to the Secretary of the Admiralty, or to the Commander in Chief, every Perſon ſo offending, and being convicted, &c. ſhall be caſhiered.

17. The Officers and Seamen of all Ships appointed for Convoy of Merchant Ships, or of any other, ſhall diligently attend upon that Charge without delay, according to their Inſtructions; and whoſoever ſhall be faulty therein, and ſhall not perform their Duty, and defend the Ships and Goods in their Convoy, without either diverting to other Parts, or Occaſions, or refuſing, or neglecting to fight in their Defence, if they be aſſailed, or running away cowardly, and ſubmitting the Convoy to Peril and Hazard, or ſhall demand, or exact any Money or other Reward from any Merchant or Maſter, for convoying of any Veſſels intruſted to their Care, or ſhall miſuſe the Maſters or Mariners thereof, ſhall be condemned to make Reparation of the Damage to the Merchants, Owners, or others, as the Court of Admiralty ſhall adjudge, and alſo be puniſhed according to the Quality of their Offences, by Death, or other Puniſhment, according as ſhall be adjudged by the Court Martial.

See Page 205, of this Work.

18. If any Captain, or other Officer of any of his Majeſty's Ships, ſhall receive on board, or permit to be received on board ſuch Ship, any Goods or Merchandizes, other than for the ſole Uſe of the Ship, except Gold, Silver, or Jewels, and except the Goods and Merchandizes belonging to any Veſſel which may be ſhipwrecked, or in imminent Danger of being ſhipwrecked, either on the high Seas, or in any Port, Creek, or Harbour, in order to the preſerving them for their proper Owners, and except ſuch Goods or Merchandizes as he ſhall be ordered to receive on board by Order of the Lord High Admiral of *Great-Britain*, or the Commiſſioners for executing the ſaid Office, and be convicted thereof, &c. he ſhall be caſhiered, and be for ever afterwards rendered incapable to ſerve in any Place or Office in the Naval Service of his Majeſty, &c.

P. 694.

19. If any Perſon in, or belonging to the Fleet, ſhall make, or endeavour to make any mutinous Aſſembly, upon any Pretence whatſoever, and be convicted thereof, &c. he ſhall ſuffer Death: And if any Perſon ſhall utter any Words of Sedition or Mutiny, he ſhall ſuffer Death, or ſuch other Puniſhment as a Court Martial ſhall deem him to deſerve: And if any Officer, Mariner, or Soldier, ſhall behave himſelf with Contempt to his ſuperior Officer, ſuch ſuperior Officer being in the Execution of his Office, he ſhall be puniſhed according to the Nature of his Offence by the Judgment of a Court Martial.

20. If any Perſon in the Fleet ſhall conceal any traiterous, or mutinous Practice or Deſign, being convicted thereof, *&c.* he ſhall ſuffer Death; and if any Perſon ſhall conceal any traiterous or mutinous Words, ſpoken by any, to the Prejudice of his Majeſty or Government, or any Words, Practice, or Deſigns, tending to the Hindrance of the Service, and ſhall not forthwith reveal the ſame to the commanding Officer, or being preſent at any Mutiny or Sedition, ſhall not uſe his utmoſt Endeavours to ſuppreſs the ſame, he ſhall be puniſhed as a Court Martial thinks he deſerves.

21. If any Perſon in the Fleet ſhall find Cauſe of Complaint, of the Unwholſomeneſs of the Victual, or other juſt Ground, he ſhall quietly make the ſame known to his Superior, or Captain, or Commander in Chief, as the Occaſion may deſerve, that ſuch preſent Remedy may be had as the Matter may require; and the ſaid Superior, *&c.* ſhall, as far as he is able, cauſe the ſame to be preſently remedied; and no Perſon upon ſuch, or any other Pretence, ſhall attempt to ſtir up any Diſturbance, upon Pain of ſuch Puniſhment as a Court Martial ſhall think fit to inflict, *&c.*

p. 695.

22. If any Officer, or other Perſon in the Fleet, ſhall ſtrike any of his ſuperior Officers, or draw, or offer to draw, or lift up any Weapon againſt him, being in the Execution of his Office, on any Pretence whatſoever, and be convicted thereof, *&c.* he ſhall ſuffer Death; and if any Perſon ſhall preſume to quarrel with any of his ſuperior Officers, being in the Execution of his Office, or ſhall diſobey any lawful Command of any of his ſuperior Officers, and be convicted thereof, *&c.* he ſhall ſuffer Death, *&c.*

23. If any Perſon in the Fleet ſhall quarrel, or fight with any other Perſon in the Fleet, or uſe reproachful or provoking Speeches, or Geſtures, tending to make any Quarrel or Diſturbance, he ſhall, upon being convicted, ſuffer ſuch Puniſhment as the Offence ſhall deſerve, and a Court Martial ſhall impoſe.

24. There ſhall be no waſteful Expence of any Powder, Shot, Ammunition, or other Stores in the Fleet, nor any Embezzlement thereof, but the Stores and Proviſions ſhall be carefully preſerved, upon Pain of ſuch Puniſhment to the Offenders, Abettors, Buyers and Receivers (being Perſons ſubject to Naval Diſcipline) as ſhall be by a Court Martial found juſt.

25. Every Perſon in the Fleet, who ſhall unlawfully burn, or ſet fire to any Magazine, or Store of Powder, or Ship, Boat, Ketch, Hoy, or Veſſel, or Tackle, or Furniture thereunto belonging, not then appertaining to an Enemy, Pirate, or Rebel, being convicted of any ſuch Offence, by the Sentence of a Court Martial, ſhall ſuffer Death.

26. Care ſhall be taken in the Conducting and Steering of any of his Majeſty's Ships, that through Wilfulneſs, Negligence, or other Defaults, no Ship be ſtranded, or run upon any Rocks, or Sands, or ſplit, or hazarded, upon Pain, that ſuch as ſhall be found guilty therein, be puniſhed by Death, *&c.*

p. 696.

27. No Perſon in, or belonging to the Fleet, ſhall ſleep upon his Watch, negligently perform the Duty impoſed on him, or forſake his Station, upon Pain of Death, *&c.*

28. All Murders committed by any Perſon in the Fleet, ſhall be puniſhed with Death, *&c.*

29. If any Perſon in the Fleet ſhall commit the unnatural and deteſtable Sin of Buggary or Sodomy with Man or Beaſt, he ſhall be puniſhed with Death, *&c.*

30. All Robbery committed by any Perſon in the Fleet, ſhall be puniſhed with Death, *&c.*

31. Every Officer, or other Perſon in the Fleet, who ſhall knowingly make, or ſign a falſe Muſter, or Muſter-Book, or who ſhall command, counſel, or procure the making or ſigning thereof, ſhall, upon Proof of any ſuch Offence, *&c.* be caſhiered, and rendered incapable of farther Employment in his Majeſty's Naval Service.

32. No Provoſt-Marſhal belonging to the Fleet ſhall refuſe to apprehend any Criminal, whom he ſhall be authorized, by legal Warrant, to apprehend, or to receive, or keep any Priſoner committed to his Charge, or wilfully ſuffer him to eſcape, being once in his Cuſtody, or diſmiſs him without lawful Order, upon Pain of ſuch Puniſhment as a Court Martial ſhall deem him to deſerve; and all Officers, and others in the Fleet, ſhall do their Endeavour to detect, apprehend and bring to Puniſhment all Offenders, and ſhall aſſiſt the Officers appointed for that Purpoſe therein, upon Pain of being proceeded againſt, and puniſhed by a Court Martial, *&c.*

p. 697.

33. If any Flag Officer, Captain, or Commander, or Lieutenant belonging to the Fleet, ſhall be convicted before a Court Martial, of behaving in a ſcandalous, infamous, cruel, oppreſſive, or fraudulent Manner, unbecoming the Character of an Officer, he ſhall be diſmiſſed from his Majeſty's Service.

34. Every Perſon being in actual Service, and full Pay, and Part of the Crew belonging to any of his Majeſty's Ships of War, who ſhall be guilty of Mutiny

tiny, Deſertion, or Diſobedience to any lawful Command, in any Part of his Majeſty's Dominions on Shore, when in actual Service relative to the Fleet, ſhall be liable to be tried by a Court Martial, and ſuffer the like Puniſhment for every ſuch Offence, as if the ſame had been committed at Sea.

35. If any Perſon who ſhall be in actual Service, and full Pay in his Majeſty's Ships of War, ſhall commit upon the Shore, in any Place out of his Majeſty's Dominions, any of the Crimes puniſhable by theſe Articles and Orders, he ſhall be liable to be tried and puniſhed for the ſame, in like Manner as if the ſaid Crimes had been committed at Sea.

36. All other Crimes, not Capital, committed by any Perſon in the Fleet, which are not mentioned in this Act, or for which no Puniſhment is hereby directed to be inflicted, ſhall be puniſhed according to the Laws and Cuſtoms in ſuch Caſes uſed at Sea.

P. 698. No Perſon convicted of any Offence, ſhall, by the Sentence of any Court Martial, be adjudged to be impriſoned for a longer Term than two Years.

No Court Martial ſhall proceed to the Puniſhment, or Trial of any Offence (except the Offences ſpecified in 5th, 34th, and 35th of the foregoing Articles and Orders) which ſhall not be committed upon the main Sea, or in great Rivers only, beneath the Bridges of the ſaid Rivers nigh to the Sea, or in any Haven, River, or Creek, within the Juriſdiction of the Admiralty, and which ſhall not be committed by ſuch Perſons, as at the Time of the Offence, ſhall be in actual Service, and full Pay in the Fleet, ſuch Perſons only excepted, and for ſuch Offences only, as are deſcribed in the 5th of the foregoing Articles and Orders.

No Court Martial conſtituted by Virtue of this Act, ſhall proceed to the Puniſhment or Trial of any Land Officer or Soldier, on board any Tranſport Ship, for any Offences ſpecified in the ſaid Articles.

From and after the 25th of *December*, 1749, the Lord High Admiral of *Great-Britain*, or the Commiſſioners for executing the ſaid Office, are impowered to grant Commiſſions to the Commander in Chief of any Fleet or Squadron of Ships of War, to call and aſſemble Courts Martial, conſiſting of Commanders and Captains; and if ſuch Commander in Chief ſhall die, be recalled, or removed from his Command, then the Officer upon whom the ſaid P. 699. Command ſhall from Time to Time devolve, ſhall have the ſame Power to call and aſſemble Courts Martial, as the firſt Commander in Chief was inveſted with.

No Commander in Chief of any Fleet, or Squadron of his Majeſty's Ships, or Detachment thereof, conſiſting of more than five Ships, ſhall preſide at any Court Martial in foreign Parts; but the Officer next in Command ſhall hold ſuch Court Martial, and preſide thereat.

From and after the 25th of *December*, 1749, if any Commander in Chief in foreign Parts, ſhall detach any Part of his Fleet or Squadron, he ſhall by Writing under his Hand, impower the Chief Commander of the Squadron or Detachment, ordered on ſuch ſeparate Service (and in caſe of his Death or Removal the Officer to whom the Command ſhall belong) to hold Courts Martial during the Time of ſeparate Service, or until he ſhall return to his Commander in Chief, or ſhall come under the Command of any other his ſuperior Officer, or return to *Great-Britain* or *Ireland*.

Where any material Objection occurs, which may render it inproper for the Perſon next in Command to the ſenior Officer, or Commander in Chief of any Fleet or Squadron, in foreign Parts, to hold Courts Martial, or preſide thereat, the Lord High Admiral, or the Commiſſioners for executing the ſaid Office, as alſo the Commander in Chief of ſuch Fleet or Squadron, may appoint the p. 700. third Officer in Command to preſide at, or hold ſuch Court Martial.

From and after the 25th of *December*, 1749, the the Lord High Admiral, or the Commiſſioners for executing the ſaid Office, are impowered to direct any Flag Officer or Captain of any of his Majeſty's Ships of War, who ſhall be in any Port of *Great-Britain* or *Ireland*, to hold Courts Martial in ſuch Port (provided ſuch Officer be the firſt, ſecond, or third in Command, in ſuch Port) as ſhall be found moſt expedient, and for the Good of the Service; and ſuch Flag Officer or Captain ſhall preſide thereat.

From and after the 25th of *December*, 1749, no Court Martial ſhall conſiſt of more than thirteen, or of leſs than five Perſons, to be compoſed of ſuch Flag Officers, Captains, or Commanders, then, and there preſent, as are next in Seniority to the Officer who preſides at the Court Martial.

The Lord High Admiral, or the Commiſſioners for executing the ſaid Office, or any Officer impowered to order or hold Courts Martial, ſhall not direct or aſcertain the particular Number of Perſons of which any Court Martial ſhall conſiſt.

If any Court Martial ſhall be appointed to be held at any Place, where there are not leſs than three, nor yet ſo many as five Officers of the Degree of a Poſt Captain, or of a ſuperior Rank, to be found, the

 Officer

Officer who is to preſide, ſhall call to his Aſſiſtance as many of the Commanders of his Majeſty's Veſſels under that Rank, as, together with the Poſt Captains, will make up the Number of five to hold ſuch Court Martial.

p. 701.

From and after the 25th of *December*, 1749, no Member of a Court Martial, after Trial is begun, ſhall go on Shore till Sentence be given, but remain on board the Ship in which the Court ſhall firſt aſſemble, except in caſe of Sickneſs, to be judged of by the Court, upon Pain of being caſhiered; nor ſhall the Proceedings of the Court be delayed by the Abſence of any Members, provided a ſufficient Number remain to compoſe the Court, which ſhall ſit from Day to Day (*Sunday* always excepted) until Sentence be given.

From and after the ſaid 25th of *December*, all the Officers preſent, who are to conſtitute a Court Martial for the Trial of Offenders, ſhall, before they proceed to Trial, take an Oath before the Court, to be adminiſtered by the Judge Advocate or his Deputy, in the Words following, *viz.*

" I *A. B.* do ſwear, that I will duly adminiſter
" Juſtice, according to the Articles and Orders,
" eſtabliſhed by an Act paſſed in the twenty-ſecond
" Year of the Reign of his Majeſty King *George* the
" Second, for amending, explaining, and reducing
" into one Act of Parliament, the Laws relating to
" the Government of his Majeſty's Ships, Veſſels,
" and Forces by Sea, without Partiality, Favour
" or Affection; and if any Caſe ſhall ariſe, which
" is not particularly mentioned in the ſaid Articles
" and Orders, I will duly adminiſter Juſtice ac-
" cording to my Conſcience, the beſt of my Under-
" ſtanding, and the Cuſtom of the Navy in the like
" Caſes; and I do further ſwear, that I will not up-
" on any Account, at any Time whatſoever, diſ-
" cloſe or diſcover the Vote or Opinion of any par-
" ticular Member of this Court Martial, unleſs
" thereunto required by Act of Parliament.

So help me God."

p. 702.

And ſo ſoon as the ſaid Oath ſhall have been adminiſtered to the reſpective Members, the Preſident of the Court ſhall adminiſter to the Judge Advocate, or the Perſon officiating as ſuch, an Oath in the following Words.

" I *A. B.* do ſwear, that I will not upon any Ac-
" count, at any Time whatſoever, diſcloſe, or
" diſcover the Vote or Opinion of any particular
" Member of this Court Martial, unleſs thereunto
" required by Act of Parliament.

So help me God."

If any Perſon in the Fleet being called upon to give Evidence at any Court Martial, ſhall refuſe to give Evidence upon Oath, or ſhall prevaricate, or behave with Contempt to the Court, ſuch Court Martial is impowered to commit the Offender, for any Time not exceeding three Months, in caſe of ſuch Refuſal or Prevarication, nor longer than one Month in caſe of ſuch Contempt; and every Perſon who ſhall either commit, or corruptly procure, or ſuborn any Perſon to commit wilful Perjury, ſhall be proſecuted in the *King's-Bench*, by Indictment or Information; and every Iſſue joined thereon, ſhall be tried by a Jury of *Middleſex*, or ſuch other County as the ſaid Court ſhall direct; and the Offender upon Conviction ſhall ſuffer the Pains and Penalties enacted to be inflicted for the like Offences by an Act of 5 *Eliz.* and 2 *Geo.* II. *&c.*

In every ſuch Information or Indictment, it ſhall be ſufficient to ſet forth the Offence charged upon the Defendant, without ſetting forth the Commiſſion for holding the Court Martial, or the particular Matter tried or directed to be tried before ſuch Court.

p. 703.

From and after the 25th of *December*, 1749, no Sentence of Death given by any Court Martial, held within the *Narrow Seas* (except in Caſes of Mutiny) ſhall be executed till after Report of the Proceedings ſhall have been made to the Lord High Admiral, or the Commiſſioners for executing the ſaid Office, and his or their Directions ſhall have been given therein; and if the ſaid Court ſhall have been held beyond the *Narrow Seas*, then ſuch Sentence of Death ſhall not be executed but by Order of the Commander of the Fleet or Squadron wherein Sentence was paſſed; and where Sentence of Death ſhall be paſſed in any Squadron detached from any other Fleet or Squadron upon a ſeparate Service, then ſuch Sentence (except in Caſes of Mutiny) ſhall not be executed but by Order of the Commander of the Fleet or Squadron, from which ſuch Detachment ſhall have been made, or of the Lord High Admiral, or the Commiſſioners for executing the ſaid Office; and where Sentence of Death ſhall be paſſed in any Court held by the ſenior Officer of five or more Ships which ſhall happen to meet in foreign Parts, then ſuch Sentence (except in Caſes of Mutiny) ſhall not be executed but by Order of the Lord High

High Admiral, or Commiſſioners for executing the ſaid Office.

p. 704. The Judge Advocate, or his Deputy, is to adminiſter an Oath to Witneſſes at any Trial by a Court Martial; and in the Abſence of the Judge Advocate and his Deputy, the Court ſhall appoint any Perſon to execute the ſaid Office.

From and after the 25th of *December*, 1749, all the Powers given by the ſeveral Articles and Orders eſtabliſhed by this Act, ſhall be in force with reſpect to the Crews of ſuch of his Majeſty's Ships as ſhall be wrecked or be otherwiſe loſt or deſtroyed, and all the Command and Authority given to the Officers, ſhall be in force as effectually as if ſuch Ships to which they did belong, were not ſo wrecked or deſtroyed, until they ſhall be diſcharged from his Majeſty's farther Service, or removed into ſome other Ship of War, or until a Court Martial be held to enquire into the Cauſes of the Loſs of the ſaid Ship; and if it ſhall appear by the Sentence of the Court, that the ſaid Officers or Seamen did their utmoſt to preſerve or recover the ſaid Ship, and ſince the Loſs thereof have behaved obediently to their ſuperior Officers, according to the Diſcipline of the Navy and the Articles aforeſaid, then all the Pay and Wages of the ſaid Officers and Seamen, or of ſuch of them as ſhall have done their Duty, ſhall be paid to the Time of their Diſcharge or Death; or if they ſhall be then alive, to the Time of their holding of ſuch Court Martial, or their Removal into ſome other of his Majeſty's Ships; and every Perſon who, after the Wreck or Loſs of his Ship, ſhall act contrary to the Diſcipline of the Navy, and the Articles and Orders aforeſaid, ſhall be ſentenced by the ſaid Court Martial, and puniſhed, as if the Ship to which he did belong, was not ſo wrecked or deſtroyed.

p. 705. From and after the ſaid 25th of *December*, all the Pay and Wages of ſuch Officers and Seamen of any of his Majeſty's Ships as are taken by the Enemy, and upon Enquiry at a Court Martial, ſhall appear by the Sentence of the ſaid Court to have done their utmoſt to defend the ſaid Ship, and ſince the taking thereof, to have behaved obediently to their ſuperior Officers, according to the Diſcipline of the Navy, and the Articles aforeſaid, ſhall be paid from the Time of their being ſo taken, to the Time of the holding of ſuch Court Martial, or until they ſhall be diſcharged from his Majeſty's Service, or removed into ſome other Ship of War, or (if they ſhall die in Captivity, or before the holding of ſuch Court Martial) to the Time of their Death, in ſuch Manner as if the Ship to which they did belong reſpectively was not ſo taken.

No Perſon, not flying from Juſtice, ſhall be tried or puniſhed by any Court Martial for any Offence againſt this Act, unleſs Complaint of ſuch Offence be made in Writing to the Lord High Admiral, or to the Commiſſioners for executing the ſaid Office, or any Commander in Chief of his Majeſty's Squadrons or Ships, impowered to hold Courts Martial; or unleſs a Court Martial to try ſuch Offender ſhall be ordered by the Lord High Admiral, or the Commiſſioners for executing the ſaid Office, or the ſaid Commander in Chief, either within three Years after ſuch Offences ſhall be committed, or within one Year after the Return of the Ship or Squadron, to which ſuch Offender ſhall belong, into any of the Ports of *Great-Britain* or *Ireland*, or within one Year after the Return of ſuch Offender into *Great-Britain* or *Ireland*.

From and after the ſaid 25th of *December*, if any Captain or other Officer of the Fleet, ſhall receive, or ſuffer to be received on board, any Goods or Merchandiſes, contrary to the true Intent and Meaning of the eighteenth Article of this Act, he ſhall for every ſuch Offence, over and above any Puniſhment inflicted by this Act, forfeit and pay the Value of ſuch Goods and Merchandiſes, or the Sum of 500*l.* at the Election of the Informers, or Perſon who ſhall ſue for the ſame, ſo that no more than one of theſe Forfeitures ſhall be ſued for, and recovered againſt the ſame Perſon for one and the ſame Offence; one Moiety to the Informer, and the other to *Greenwich* Hoſpital, *&c.* p. 706.

This Act ſhall not extend to take away from the Lord High Admiral, or the Commiſſioners for executing the ſaid Office, or any Vice Admiral, or Judge of the Admiralty, or his or their Deputies, or any Officers or Miniſters of the Admiralty, or others having or claiming any Admiral Power or Authority within this Realm, or any other the King's Dominions, or from any Perſon or Court whatſoever, any Power, Right, Juriſdiction, Pre-eminence, or Authority, which any of them lawfully hath, or had, or ought to have and enjoy before the making of this Act, ſo as the ſame Perſon ſhall be not puniſhed twice for the ſame Offence. p. 707.

The Repeal of the before recited Statutes, or any thing herein contained, ſhall not diſcharge or prevent any Proſecution or Suit, which is, or ſhall be commenced againſt any Perſon, for any Offence committed on or before the ſaid 25th of *December*,

 1749,

1749, or to be committed againſt the ſaid Statutes; but all Perſons who have been, or ſhall before the ſaid 25th of *December*, be guilty of any ſuch Offence, ſhall and may be proſecuted, condemned, and puniſhed for the ſame, as well after as before the ſaid 25th of *December*, as if the ſaid Statutes had not been repealed.

The preceding Articles, tho' *extra* of my Propoſals, I was perſuaded would be agreeable to moſt of my Readers, and as my Endeavours have been levelled through the whole Work to obtain this Satisfaction, I hope my inſerting them needs no other Apology than my Aſſurances that the only Motive to this ſmall Addition muſt only be attributed to my Deſire to pleaſe, and not to any lucrative View of unneceſſarily ſwelling my Book, to encreaſe my Emolument at the Purchaſer's Expence; this Truth I hope will gain the Credit it deſerves, and in Confidence thereof I proceed to ſay ſomething about *Conſuls* (which I think may properly be introduced here) and then ſhall finiſh maritime Affairs, with a Detail on *Inſurances*.

Of Conſuls.

OUR *Conſuls* were originally choſen by the Prince from among the *Britiſh* Merchants reſiding at the Place of their Appointments, and were generally propoſed by theſe latter to the Miniſtry, as competent Judges of the fitteſt Perſons to preſide over mercantile Affairs, and their Recommendation has commonly been attended to and regarded.

The Office is not a very modern Inſtitution, and has been found ſo neceſſary a one, as to be adopted by every *European* Nation, who mutually ſend Conſuls to reſide at almoſt every conſiderable Port of Trade; and though at firſt they were Merchants, and this, and their conſular Office not deemed inconſiſtent, yet in Proceſs of Time, there was found an Inconvenience in the joint Diſcharge of them, and at *Liſbon*, *Cadiz*, and other Places of great Trade, the commercial Function has for many Years paſt been ſwallowed up by the conſular; though he continues to trade as other Merchants do, in Places of leſs Note and Income.

A *Conſul*, to be properly qualified for his Poſt, ought to be Maſter of the Language where he reſides, and to have a thorough Knowledge of the Genius and Trade of the Natives, as well as a Capacity to judge of and decide the Differences ariſing among thoſe of his own Nation referred to him; and he ought likewiſe to ſupport the Dignity of his Office, and not ſuffer it to be ſullied by a Practice of any Meanneſs, or a derogating from ſuch a Behaviour, as may juſtly be expected from one who has the Honour to ſerve his Majeſty; it is alſo his Duty to ſecure the Eſteem of the governing People where he lives, if poſſible, as by this Means he may often influence and obtain Favours for his Fellow-Subjects in their commercial Concerns.

A *Conſul*'s Income varies according to the Place of his Reſidence; as thoſe of *Tunis*, *Tripoli*, and *Algiers* have Salaries from the Crown; thoſe in *Turkey*, a certain Duty on the Goods loaded and unloaded; and all others in *Europe* a Stipend from the Ships only.

Their Patent given by the King muſt be approved of by the State they are ſent to, before they are allowed to exerciſe their Function; and that my Reader may ſee the Rules preſcribed, and the Powers given them thereby, I herewith add a Copy of it, in the Language it is iſſued, and have likewiſe attempted a Tranſlation for ſuch as may not ſo well underſtand the *Latin*.

GEORGIUS R.

GEORGIUS Secundus, Dei Gratiâ *Magnæ Britanniæ*, *Franciæ*, & *Hiberniæ*, Rex, Fidei Defenſor, &c. Omnibus & ſingulis ad quos Præſentes Literæ pervenerint Salutem. Quum expedire compertum ſit ut in Oppido *Alicante* in Regno *Hiſpaniæ*, probus aliquis conſtituatur Vir, qui Subditorum Noſtrorum Rebus Mercaturæ Cauſâ ibi Loci Commorantium vel Appellantium in communi, proſpiciat & Conſulis Officio fungatur; Sciatis igitur quod nos Fide, Affectu, Prudentiâ, & in Rebus gerendis præſertim Mercatoriis Experientiâ dilecti Nobis & fidelis Subditi noſtri *Samuelis Tucker*, Generoſi, omnino confidentes, eundem nominavimus & conſtituimus, & per Præſentes, nominamus & conſtituimus Conſulem Noſtrum in dicto Oppido *Alicante*, una cum Membris & Pertinentiis quibuſcunque: Dantes eidem & concedentes Poteſtatem pariter ac Mandatum quoſcunque Subditos Noſtros prædictum Oppidum ejuſque Ditiones & Territoria incolentes & frequentantes, vel in illis Locis, Portubus & Oris Mercaturam facientes

facientes & factures, ac Negotia tractantes aut tractaturos, juvandi & protegendi, iiſque ſecundum validos Pacis & Fœderum inter Coronas *Magnæ Britanniæ* & *Hiſpaniarum* earumque Regna concluſos, & ad Commerciorum Celebritatem facientes, Tractatus & Articulos, Conſilium Auxiliumque præſtandi dictos Subditos Noſtros eorumque Merces, Bona, & Res quaſcunque, cum Opus fuerit, coram Judicibus & Magiſtratibus, quibuſvis; defendendi, Differentias, Controverſias, Liteſque, quæ inter eos moventur vel accidere poſſunt, cognoſcendi, decernendi & componendi, eos in omnibus Juribus, Articuliſque mutui Commercii Libertatem & Frequentiam Spectantibus tuendi & conſervandi, ac unum vel plures Deputatos, ſive Proconſules, prout illi viſum fuerit, ſubſtituendi, qui in prædictis Locis vel eorum quolibet ejus Vices ſupplere poſſint, cæteraque omnia faciendi & præſtandi quæ ad Subditorum Noſtrorum Commodum, mutuæ inter utraque Regna Populoſque Amicitiæ Incrementum, Mercaturæque utrinque exercendæ Frequentiam & Securitatem conducere poterunt, tandemque etiam omnibus & ſingulis Juribus, Honoribus, Immunitatibus, Libertatibus & Emolumentis quibus alius quiſpiam in prædicto Oppido Conſul de Jure fruebatur vel frui poterat, utendi fruendique. Seriò autem rogamus ſereniſſimum ac potentiſſimum Regem Catholicum Fratrem noſtrum & amicè petimus ab omnibus aliis quorum ullo modo intereſſe poterit (id quod Subditis Noſtris per præſentes firmiter injungimus) ut dictum *Samuelem Tucker*, Conſulem noſtrum in Oppido Prædicto agnoſcant & habeant acceptum. In quorum omnium Fidem has Literas Manu Sigilloque noſtris Regiis munitas expedire fecimus. Dabantur in Palatio noſtro Divi *Jacobi* Undecimo Die Menſis *Decembris*, Anno Domini Milleſimo Septingenteſimo Viceſimo Octavo, Regnique Noſtri Secundo.

Ex Mandato Sereniſſimi Domini Regis,

Holles Newcaſtle.

In *Engliſh.*

GEORGE R.

GEORGE the Second, by the Grace of God of *Great-Britain*, *France*, and *Ireland*, King, Defender of the Faith, *&c.* To all and ſingular to whom theſe Preſents ſhall come Greeting. Whereas it hath been found expedient that ſome Perſon of known Probity be appointed to act as Conſul in the Town of *Alicant*, in the Kingdom of *Spain*, and to take Care of the Commerce of our Subjects, who reſide or commonly go there to Trade; Know ye therefore, that We, entirely confiding in the Probity, Affection, Prudence, and Experience, eſpecially in mercantile Affairs, of our truſty and faithful Subject, *Samuel Tucker*, Gentleman, have nominated and appointed, and by theſe Preſents do nominate and appoint *him* our Conſul in the ſaid Town of *Alicant*, together with all its Members and Appurtenances; giving and granting unto him full Power and Commiſſion to aid and protect all our Subjects that inhabit or frequent the ſaid Town, its Territories and Juriſdiction, or who do, or ſhall carry on a Trade, or tranſact Buſineſs in thoſe Parts, Harbour and Coaſts; adviſing and aſſiſting them, agreeable to the Articles and Treaties of Peace and Alliance relating to Trade, and firmly concluded between the Crowns of *Great-Britain* and *Spain*, and their reſpective Dominions, and to defend our ſaid Subjects in caſe of need, in their Trade, Goods, and whatſoever elſe ſhall appertain unto them, before all Judges and Magiſtrates; and to take Cognizance of, determine and compoſe all Differences, Controverſies, and Litigations, which do, or may happen between them, and to defend and preſerve them in every thing relating to their Right, Liberty, and Freedom of mutual Trade and Commerce; and farther to ſubſtitute (as he ſhall think fit) one or more Deputies or Vice-Conſuls, to act for him in all and every of the aforeſaid Places, and to do all and every thing which may promote the Good of our Subjects, the Increaſe of mutual Friendſhip between the two Kingdoms and People, and the Freedom and Security of Commerce; and farther, that he uſe and enjoy all, and every the Rights, Honours, Immunities, Liberties, and Emoluments, which any other Conſul in the aforeſaid Town did, or could, of Right enjoy. And we earneſtly intreat the moſt ſerene and potent Catholick King our Brother, and we deſire all others who it may in any wiſe concern, in a friendly Manner, (what we ſtrictly enjoyn all our Subjects, by theſe Preſents) that they acknowledge and admit the ſaid *Samuel Tucker*, as our Conſul in the aforeſaid Town. In Witneſs whereof, we have cauſed theſe our Letters to be made Patent, and ſigned and ſealed with our own Hand. Given in our Palace at *St. James*'s the Eleventh Day of *December*, in the Year of our Lord One Thouſand Seven Hundred and Twenty-eight, and in the Second Year of our Reign.

By his Majeſty's Command,

Holles Newcaſtle.

Beſides

Beſides the Conſuls aforementioned in *Barbary*, there are others at *Tetuan*, *Salle*, and *St. Maura*, on that Coaſt; in SPAIN, at *Madrid*, *Cadiz*, *Malaga*, *Carthagena*, *Alicant*, *Barcelona*, *Sevil*, and *St. Lucar*, *Port St. Mary's*, *Corunna*, (or the *Groyne*) *St. Andero*, and *St. Sebaſtian*; in ITALY, at *Legborn*, *Venice*, *Naples*, *Genoa*, *Meſſina*, and at *Zant*; and in PORTUGAL at *Liſbon* and *Oporto*, many of which nominate Vice-Conſuls at different Places, in their reſpective Diſtricts.

A Conſul is no public Miniſter, as he has no Affairs of State to manage, and conſequently has no Pretence to a Protection from the *Law of Nations*, but from *that* which the ſubſiſting Treaties of Peace and Commerce give him; however as a Servant of the State that employs him, he may expect that Countenance and Support, as a good Maſter would (for his own Sake) afford his Domeſtic or Dependant, and this has been demonſtrated on many Occaſions.

Wicquefort's Ambaſſador, p. 40.

The Governor of *Cadiz*, having once affronted and confined the *Dutch* Conſul, the *States General* complained thereof to the Court of *Madrid*, as of a Violence done to the *Law of Nations*, inſtead of urging the Non-Execution of thoſe Treaties, from which alone they ought to have expected Safety for their pretended Miniſter, and not elſewhere. Some Years ſince, they attempted to make their *Conſul* (who reſided at *Genoa*) paſs for a Public Miniſter; but the *Senate* wrote them, that it did not acknowledge him as ſuch, and that all which it could grant, or they expect for him, was the peaceable Fruition of thoſe Rights and Privileges, which Cuſtom had beſtowed on this Kind of Employment: The Generality of Conſuls are only Merchants, who, notwithſtanding their Office of *Judge in the Controverſies* that may ariſe among thoſe of their own Nation, carry on at the ſame Time a Traffick, and are liable to the Laws of the Place where they reſide, as well in Civil as in Criminal Matters, which is altogether inconſiſtent with the Quality of a Public Miniſter; though where it is otherwiſe, and a Conſul does not trade, I think a proportionable Regard and Reſpect ought to be paid, as due to his Character.

In the Year 1634, the Republic of *Venice* had almoſt broke with Pope *Urban* VIII. on Account of the Violence offered by the Governor of *Ancona*, to the Conſul of that ſage Senate, who in State and Maritime Affairs ſtands one in the foremoſt Ranks of Preceptors.

The Conſul's Name was *Michael Oberti*, a Native of *Bergamo*, whoſe Family had diſcharged that Office for many Years; but the Governor ſuſpecting his having given ſome Advices, that occaſioned the Republic's Gallies to take ſome ſmall Veſſels belonging to *Raguſa*, for having ſmuggled the Duties that are paid in the Gulf, ſo proſecuted the Conſul, that he was forced on a Voyage to *Venice*, to acquaint the Senate therewith. He was no ſooner departed, than the Governor put a Garriſon in his Houſe, and carried off his Furniture and Papers, even thoſe which related to the Functions of his Employment; the Senate complained hereof, and demanded Reparation with ſo much Warmth, that the *French* Ambaſſador apprehending they might proceed to an open Rupture with the *Pope*, endeavoured to adjuſt the Difference to the Satisfaction of the Parties offended; but before the Accommodation could be perfected, the Governor cauſed the Conſul to be ſummoned, and for Contumacy condemned him to Baniſhment, under the Pretext, that during the Contagion which reigned, he had unladed Goods contrary to the Prohibition. There was more of Paſſion than Juſtice in this Sentence, as *Oberti* could prove that he had done nothing without the Magiſtrate's Approbation; ſo that this iniquitous and unjuſt Proceeding gave more Offence to the Senate than the firſt, and a Repetition of the *French* Ambaſſador's good Offices was neceſſary, to diſpoſe the Minds of the jarring Parties to an Accommodation, which he at laſt accompliſhed, upon Condition, *that the Governor ſhould repeal the Outlawry, and ſuffer* Oberti*'s Re-eſtabliſhment; and that the Senate, who ſhould afterwards recal* Oberti, *ſhould ſubſtitute in his Place whomſoever it pleaſed. Michael* dying before all this could be executed, the Senate put his Brother in his Room; but this laſt was no ſooner arrived at *Ancona*, than the Governor cauſed him to be impriſoned, and would not releaſe him till he had given Security for his leaving the Town, and not returning.

The *French* Miniſters who had laboured in the Reconciliation, and engaged their Words for Performance of the Conditions, which (as above expreſſed) allowed the *Venetians* to nominate any other for Conſul that they ſhould think fit, were very much chagrined at this Proceeding; and the Senate, to ſhew its Reſentment, refuſed Audience to the Nuncio, and forbad its Ambaſſador to aſk one of the Pope, till they had received ample Satisfaction, which the Governor was forced to give.

All Captains of Ships, who arrive where Conſuls are eſtabliſhed, ſhould (on landing) pay them their Reſpect, and acquaint them with every Particular worth their Notice, that may have happened in the Voyage; theſe are Devoirs which every other Nation render

render to their Conſuls, and certainly are not leſs due to a *Britiſh* one.

Moſt trading Nations have Conſuls eſtabliſhed in Places where Commerce is conſiderable, and more eſpecially the *French* and *Dutch*; the former on a different Footing from ours; and the others, as they are in no Place permitted to traffick, and have an Office, for which in *Engliſh* we want a Name, it is there all Occurrences relative to their Trade, or otherwiſe of any Importance, are regiſtered, of which an Account muſt be ſent quarterly to the Lieutenant of the Admiralty, and yearly to the Secretary of State; this Office is in their Language called a Chancery, and the Regiſter Monſ. *Le Chancellier.*

Of Inſurances.

INSURANCE or ASSURANCE, is a Contract or Agreement, by which one or more Particulars (called *Inſurers*, *Aſſurers*, or *Underwriters*) take on them the Riſque of the Value of the Things inſured, in Conſideration of a Premium paid by the Aſſured, and by this Means commodiouſly divide the Hazard of every Adventure, to the great Benefit of Trade, and the Eaſe and Advantage of every one concerned therein. Mr. *Molloy* in his *Jure Maritimo*, and Mr. *Malynes* in his *Lex Mercatoria*, ſay, that *Suetonius* in his Life of *Claudius Cæſar* *, conceives that Emperor to have been the firſt who brought in this Cuſtom of Inſurance, though Monſ. *Savary*, in his *Dictionaire de Commerce*, imputes it to the *Jews*, in the Year 1182; but whoever was the firſt Contriver, or original Inventor of this uſeful Branch of Buſineſs, it has for many Ages been practiſed in this Kingdom, and ſuppoſed to have been introduced here, jointly with its Twin Brother, *Exchanges*, by ſome *Italians* from *Lombardy*, who at the ſame time came to ſettle at *Antwerp*, and among us; and this being prior to the Building the *Royal-Exchange*, they uſed to meet in a Place where *Lombard-ſtreet* now is, at a Houſe they had (called the *Pawn-Houſe* or *Lombard*) for tranſacting Buſineſs; and as they were then the ſole Negociators in Inſurance, the Policies made by others in after Times, had a Clauſe inſerted, *that thoſe latter ones ſhould have as much Force and Effect, as thoſe formerly made in* Lombard-ſtreet.

* Lib. 25. Cap. 18.

And as Inſurances in Time grew more general in *England*, and ſome Difficulties aroſe touching the Recovery of Loſſes, upon Actions on *Aſſumpſits*; the Legiſlature by an Act of Parliament, erected an Office for making and regiſtering Policies of Inſurance, and impowered her Majeſty, and her Succeſſors, to grant Commiſſions to Perſons therein mentioned for determining Differences relating thereto, from whoſe Sentence an Appeal lay to Chancery.

43 *Eliz.* Cap. 12.

And in Purſuance thereof, an Office was erected and kept on the Weſt Side of the *Royal-Exchange*; but this Act did not exclude others from making Inſurances, in whoſe Policies was inſerted, *that they ſhould be of as much Force as thoſe heretofore made in* Lombard-ſtreet, *at the* Royal-Exchange, *or any where elſe:* And there being ſome Defect in the aforeſaid Act, touching the Power of the Commiſſioners, its Continuance was not of long Duration.

But by a new Act of Parliament, *that* above-mentioned was revived, and large Powers were given to the Commiſſioners for carrying it into Execution; and in Conſequence of this laſt Act, ſeveral Inſurances were made, and all Diſputes concerning them were determined by the Commiſſioners; but as private Perſons were not excluded thereby, from carrying on this Buſineſs as before, and the Commiſſioners taking no Cognizance of any Policies not made in their Office, and Recovery of Loſſes thereon being made eaſy at *Common Law*, beſides, there having been ſome Partiality practiſed by the Commiſſioners, and an Appeal being allowed from their Determinations to the Court of Chancery, the Buſineſs of this Court ſoon diminiſhed, and the granting Commiſſions was diſcontinued.

13 and 14 *Car.* II. Cap. 23.

After this no public Law has been made in *England* concerning Inſurances, (except one to prohibit inſuring on Marriages, Births, Chriſtnings and Service) but all was tranſacted by private Office-Keepers, till one was paſſed in the Year 1720, by which his Majeſty is enabled to grant two Charters for erecting two Corporations for inſuring Ships and Merchandize, and lending Money on Bottomry, which are now called the *Royal-Exchange Aſſurance*, and the *London Aſſurance*, which Corporations are to have perpetual Succeſſion, ſubject to Redemption, or

9 *Ann.* Cap. 6.

6 *Geo.* I. Cap. 18.

Power

Power of Revocation, as is here under mentioned; the Corporation to have Liberty to chuſe their Governors, Directors, Officers, and Servants, as ſhould be preſcribed in the Charters; Governors and Directors to continue for three Years, to have a Seal, and be capable to purchaſe Land, not exceeding 1000*l.* *per Ann.* and may ſue, and be ſued, in their Corporate Capacity.

Each Corporation to pay into the *Exchequer* 300,000*l.* towards diſcharging the Debts of the Civil Government.

Each to raiſe ſuch Sums as his Majeſty ſhould direct, not exceeding 1,500,000*l.* for paying the 600,000*l.* and to enable them to pay Loſſes, and lend Money on Bottomry and Government Securities, which Money is to be raiſed at General Courts, by taking Subſcriptions, or by Calls, or otherwiſe, as the General Courts ſhall think fit or expedient, and Stock liable to Calls, and may be ſold for that Purpoſe; and Proprietors refuſing Calls to pay 8 *per Cent.* Intereſt; may take up Money to advance on Parliamentary Securities; Stock transferrable and deviſable; a perſonal Eſtate not to be taxed; Governors, Directors, &c. may be Members of Parliament, but not to be Bankrupts on account of ſuch Stock; to have Power to make By-Laws, as by Charters; no other Corporation or Partnerſhip to inſure Ships, or lend Money on Bottomry, on Penalty of forfeiting the Money aſſured, and the Policy to be void; and in caſe of Bottomry, the Security to be void, and the Contract to be uſurious. None to be Governors, &c. or to have Stock in both Corporations. The Parliament at any Time within thirty-one Years, from the Date of the Charters, upon three Years Notice in the *London Gazette*, fix'd up on the *Royal-Exchange*, and Payment of 300,000*l.* to each Corporation, may then, and not till then, void the ſaid Corporations. If after thirty-one Years the King ſhall adjudge the Continuance of the ſaid Corporations to be hurtful, or inconvenient to the Public, he may by Letters Patent void the ſame, without any Inquiſition or *Scire Facias*, in which Caſes the like Power ſhall never be grantable again.

Ditto.

Ditto.

South Sea, and *Eaſt India* Companies, may advance Money on Bottomry to their Captains, &c.

The ſaid two Corporations, having each paid into the *Exchequer* 111,250*l.* in Part of the 300,000*l.* and having covenanted to pay 38750*l.* farther Part thereof in three Months, the Reſidue of the Sums amounting together to 300,000*l.* ſhall be releaſed.

7 *Geo.* 1. Cap. 17. S. 26.

Some Acts have ſince paſſed to regulate certain Proceedings at Law, where the Corporations were Parties, giving them Power to plead General. And theſe are all the Acts relating to Inſurances in *England*, till the following one made for the better Regulation thereof, and to prohibit them on *French* Effects, *viz.*

8 *Geo.* I. Cap. 15.
11 *Geo.* I. Cap. 30.

The Preamble obſerves, that the making Aſſurances, Intereſt or no Intereſt, or without further Proof of Intereſt than the Policy, hath been productive of many pernicious Practices, whereby great Numbers of Ships, with their Cargoes, have either been fraudulently loſt and deſtroyed, or taken by the Enemy in Time of War; and ſuch Aſſurances have encouraged the Exportation of Wool, and the carrying on many other prohibited and clandeſtine Trades, which by Means of ſuch Aſſurances have been concealed, and the Parties concerned ſecured from Loſs, as well to the Diminution of the Public Revenue, as to the great Detriment of fair Traders; and by introducing a miſchievous Kind of Gaming, or Wagering, under the Pretence of aſſuring the Riſque on Shipping and fair Trade, the Inſtitution and laudable Deſign of making Aſſurances hath been perverted; and that which was intended for the Encouragement of Trade and Navigation, has, in many Inſtances, become hurtful and deſtructive of the ſame. For Remedy whereof, *It is enacted*, That after the 1ſt Day of *Auguſt*, 1746, no Aſſurance ſhall be made by any Perſon or Perſons, Bodies Corporate, or Politick, on Veſſels belonging to his Majeſty, or his Subjects, or on any Goods, Merchandizes, or Effects on board the ſame, Intereſt or no Intereſt, or without further Proof of Intereſt than the Policy, or by way of Gaming or Wagering, or without Benefit of Salvage to the Aſſurer, and that every ſuch Aſſurance ſhall be null and void to all Intents and Purpoſes.

19 *Geo.* II. p. 567.

p. 568.

Aſſurance on Private Ships of War, fitted out by his Majeſty's Subjects ſolely to cruize againſt his Enemies, may be made by or for the Owners, Intereſt or no Intereſt, free of Average, and without Benefit of Salvage to the Aſſurer.

Merchandizes or Effects from any Parts in *Europe* or *America*, in the Poſſeſſion of the Crowns of *Spain* or *Portugal*, may be aſſured in ſuch Way and Manner as if this Act had not been made.

Reaſſurance ſhall not be made, unleſs the Aſſurer ſhall be inſolvent, become a Bankrupt, or die, in either of which Caſes, ſuch Aſſurer, or Executors, &c. may

may reaſſure to the Sum before aſſured, provided it ſhall be expreſſed in the Policy to be a Reaſſurance.

See this Article at large, p. 107, of this Work.

After the ſaid 1ſt of *Auguſt*, all Money to be lent on Bottomry, or at *Reſpondentia*, upon Ships belonging to his Majeſty's Subjects, bound to or from the *Eaſt-Indies*, ſhall be lent only on the Ship, &c.

P. 569. In all Actions, &c. brought after the ſaid 1ſt of *Auguſt*, by the Aſſured, upon any Policy of Aſſurance, the Plaintiff, or Attorney, &c. within fifteen Days after he ſhall be required ſo to do in Writing by the Defendant, &c. ſhall declare in Writing the Sums he hath aſſured, &c. in the Whole, and what Sums he hath borrowed at *Reſpondentia*, or Bottomry, for the Voyage, or any Part of the Voyage in queſtion.

P. 570. After the ſaid 1ſt of *Auguſt*, any Perſon, &c. ſued in an Action of Debt, or Covenant, &c. on Policy of Aſſurance, may bring the Money into Court, and if the Plaintiff ſhall refuſe to receive the ſame, with Coſts to be taxed, in full Diſcharge of ſuch Action, and ſhall afterwards proceed to Trial, and the Jury ſhall not aſſeſs him Damages exceeding the Sum ſo brought, the Plaintiff on every ſuch Action ſhall pay to the Defendant Coſts to be taxed.

This Act ſhall not extend to, or be in Force againſt Perſons reſiding in any Parts in *Europe*, out of his Majeſty's Dominions, for whoſe Account Aſſurance ſhall be made before the 29th of *September*, 1746; nor againſt Perſons reſiding in any Parts of *Turkey*, *Aſia*, *Africa*, or *America*, for whom Aſſurances ſhall be made before the 29th of *March*, 1747.

21 *Geo.* II. p. 75, 76, 77, and 78. Inſurance on Ships or Goods appertaining to the Crown and Subjects of *France*, or lending Money on Bottomry, is prohibited by this Act, tho' as it was only temporary, and its Duration limited to that of the late War, it is now expired, and become void.

This Branch of Buſineſs at firſt was confined to maritime Affairs ſolely, though at preſent it is extended to the Inſuring not only Shipping and Merchandiſes, but alſo Houſes, Furniture, Lives, Liberties, &c. according to the different Agreements for that Purpoſe. Theſe Contracts are called Policies, from the *Spaniſh* Word *Poliça*, and that originally from the *Latin Pollicitatio* or Promiſe, and are now made either at the publick or private Offices; of the former we have only the two beforementioned in *England* eſtabliſhed by Charter, though of the private ones we have many in this City (and of late Years in ſome others, as *Briſtol*, *Exeter*, *Liverpool*, *Hull*, *Newcaſtle*, and *Glaſgow*) where great Buſineſs is tranſacted, and I believe on as fair a Footing as in any Part of the World; though Policies having been filled up, in ſuch various Terms, and ſuch unexampled Expreſſions inſerted, according to the different Conceptions, Fancies, or Exigencies of the Inſured, it has naturally occaſioned many Diſputes, and conſequently brought on lately the moſt famous Trials that ever employed our Courts on this Subject, of which I ſhall endeavour to give my Reader a full Detail, in the ſubſequent Part of this Chapter, by quoting him many of the ſeveral Caſes tried, as I have done the Acts, being enabled ſo to do, by the kind Aſſiſtance of my Friends, who have generouſly furniſhed me with the moſt material Deciſions, on the current Conteſts, which this Branch of Buſineſs has given birth to, and I ſhall alſo take Occaſion to mention the Method and Obligation of Inſurances made in *France* and *Holland*, in order to give full Satisfaction on this Head, and render my Book as compleat as poſſible.

Assurances, as I have before obſerved, are of various Kinds, both in regard of the Marine and Terrene Property; of the firſt, ſome being on Ships, or Parts of Ships only; others on Merchandize ſingly; and others on Ships and Goods jointly; and theſe are again branched out to run either by the Month (or for a Time ſtipulated) or to one ſingle Port, or out and home, with Liberty to touch at the different Places mentioned in the Policy, or for a Trading Voyage.

Thoſe made on Houſes, Lives, or Liberties, muſt be paid according to the Tenour of the Agreement, in the full Sum inſured, as theſe Sort of Policies admit of no Average, and for the firſt (often with their Furniture) againſt Fire, ſeveral Offices erected in *London*, with a Limitation to this Branch only.

Aſſurances may likewiſe be made on Goods ſent by Land, or by Hoys, &c. on Rivers, and this is often done, more eſpecially on Jewels, &c.

They may likewiſe be made on Ships and Goods, *loſt or not loſt*, which is commonly done when a Ship hath been long miſſing, and theſe Words being inſerted in the Policy, oblige the Underwriters to pay, although the Ship was loſt at the Time of making ſuch Inſurance, except the Aſſured ſaw the Ship wrecked, or had then certain Knowledge of her being ſo, in which Caſe the Subſcription ſhall not oblige, as this is accounted a mere Fraud.

So likewiſe if the Aſſured ſhall, on a rotten Veſſel, get inſured more than ſhe is worth, with the villainous Deſign to deſtroy her, and ſhall afterwards give Directions to have his roguiſh Intentions put in Execution, this fraudulent Act will not oblige the Inſurers,

but expoſe the Perpetrators of it to ſwing for their Knavery.

Cited in Sir *Woollaſton Dixey*'s Caſe, 1 *Leon*. 96.

Policy of Aſſurance to warrant a Ship for twelve Months, the Ship did not periſh within the Time of twelve Months, accounted according to the ſolar Months of *January*, *February*, &c. but within twelve Lunar Months of twenty-eight Days to the Month, and it was reſolved that the Policy was not forfeited.

Molloy, P. 292. S. 9.

If a Ship be inſured from the Port of *London* to *Cadiz*, and before ſhe breaks Ground is burnt, Inſurers are not liable; but if the Words are, *at or from the Port of London*, they are liable in ſuch Caſe.

Ditto.

An Inſurance made in a foreign Country, may be ſued in *England* by the *Common Law*, if the Aſſurers come here.

Ditto, P. 295. S. 14.

An Inſurance from *London* to   void for Uncertainty, though private Inſtructions for the Port, yet the Blank in the Policy will not bind the Inſurer, Policies being now generally made free of Average, and without Benefit of Salvage, many Diſputes on theſe Heads are avoided.

Ditto, P. 296. S. 15.

An Inſurance made on prohibited Goods not binding, unleſs they were prohibited after the Inſurance made, as on Wool, Leather, &c. for ſuch Inſurances would tend to deſtroy Trade, which is directly to thwart the true Intention of all Policies.

Jefferies a. *Legendra*, *Carth*. 216. 3 *Lev*. 320. 1 *Show*. 323. 2 *Sal*. 443.

Where the Words of the Policy are, *the Ship warranted to depart with Convoy*, it ſhall be intended ſhe ſhall keep with Convoy during the Voyage, if poſſible; and if ſhe depart wilfully from the Convoy, it is a Fraud; but if having departed with Convoy, and by Streſs of Weather loſes the Convoy and is taken, Inſurers are liable.

Lex Mercator. 151.

If there be Thieves on Shipboard among themſelves, the Maſter of the Ship is to anſwer for that, and not the Inſurer, tho' the Words of the Policy inſures againſt Loſſes by Thieves, yet they are to be intended aſſailing Thieves.

Seamen a. *Fonnereau*, before L. C. J. *Lee*, at *Guildhall*, after *Trin*. Term, 1742, and Verdict by a Special Jury for Defendant.

Suppreſſio veri aut allegatio falſi, is ſufficient to diſcharge the Policy; it is a general Rule, that the Inſured ſhall inform the Inſurer of all material Circumſtances which have come to his Knowledge or Information, at the Time of making the Policy, in order that the Contract may be fairly adjuſted; which being a Contract upon Chance, cannot be done if one Party knows more than the other; Equality in Contracts, by the Law Merchant, is eſſential.

One having received a Letter that his Ship ſailed from *Carolina*, in Company with another Ship, and that the other Ship loſt Sight of his Ship in the Night, that the Captain informed the Perſon who wrote the Letter, that he was leaky in ſuch a Latitude, and that after they loſt Sight of the Ship, there had been a hard Gale for twenty-four Hours; after this Letter received by the Merchant's Agent, he made Inſurance without producing this Letter; the Ship was afterwards taken near the Land's End by a *Spaniſh* Privateer, and carried back into *St. Sebaſtian*'s; this, though the Ship was not loſt by the Leak or the Storm, was adjudged ſufficient to avoid the Policy, becauſe if the Inſurer had known what the Inſured did, at the Time of making the Inſurance, he would not have done it, or at leaſt not on the ſame Terms.

Roberts a. *Fonnereau*, at the ſame Sitting.

A Letter being received, that a Ship ſailed from *Jamaica* for *London* the 24th of *November*; after which, Inſurance was made, and the Agent told the Inſurer, that the Ship ſailed the latter End of *December*; this held likewiſe a Fraud, and Verdict for the Defendant.

2 Sal. 445.

Bond a *Conſales*, *Feb*. 14. 1704, coram *Holt* C. J. at *Niſi Prius* at *Guildhall*.

Inſurance was made on the *William Galley*, from *Bremen* to *London*, warranted to depart with Convoy; ſhe ſet ſail from *Bremen*, under Convoy of a *Dutch* Man of War to the *Elb*, where they were joined with two other *Dutch* Men of War, and ſeveral *Dutch* and *Engliſh* Merchant Ships, whence they ſailed to the *Texel*; after a Stay of nine Weeks, they ſet ſail with an *Engliſh* Squadron of Men of War, and the Galley was ſeparated in a Storm, and taken by a *French* Privateer, and afterwards re-taken by a *Dutch* Privateer, and paid 80*l*. Salvage; ruled by *Holt*, that the Voyage ought to be according to Uſage, and that their going to the *Elb*, though in Fact out of the Way, was no Deviation, for before that Time there was no Convoy for Ships directly from *Bremen* to *London*, and the Plaintiff had a Verdict.

2 *Sal*. 444. *Green* a. *Young*.

Deviation diſcharges a Policy from that Time only; therefore Damage happening

Lord *Raymond*, 84. happening before a Deviation, may be recovered, notwithſtanding there be afterwards a Deviation.

2 *Sal.* 444. Lord *Raymond* 840. ſuppoſes the Inſurers liable. A Ship in her Voyage was ſeized by the Government, and turned into a Fire-Ship, the Queſtion was, whether the Inſurers were liable; *Holt* thought it was within the Word *Detention*, but the Cauſe was referred.

2 *Vern.* 176. Where the Policy is againſt Reſtraint of Princes, that extends not where the Inſured ſhall navigate againſt the Law of Countries, or where there ſhall be a Seizure for not paying of Cuſtom, or the like.

Skinner 411. 1 *Show.* 156. S. P. Caſes in *King's-Bench* 325. If a Man pays Money on a Policy of Inſurance, ſuppoſing a Loſs where there was none, this ſhall be Money received to the Uſe of the Inſurer, for which he may maintain an Action.

2 *Vern.* 716. *Lepypre* a. *Farr.* Per *Holt* at *Niſi Prius*, the Captain of a Ship may be changed, without Notice to the Inſurers. Q. for the Confidence in the Captain might be an Encouragement to the Inſurers.

2 *Vern.* 716. *Lepypre* a *Farr.* Goods inſured by Agreement, valued at 600*l.* and the Inſured not to be obliged to prove any Intereſt, yet the Inſured was ordered to diſcover what Goods he put on board, that the Value of his Goods ſaved, may be deducted out of the 600*l.*

Skin. 243. The Policy run, *till the Ship ſhould have ended, and be diſcharged of her Voyage.* Arrival at the Port is not a Diſcharge till ſhe is unladen.

Ditto, 327. If the Goods be inſured as the Goods of an Ally, when they are the Goods of an Enemy, it is a Fraud, and the Inſurance not good.

2 *Sal.* 443. *Lethieullier*'s Caſe. Inſurance from *London* to the *Eaſt-Indies*, warranted to depart with Convoy, Declaration ſets forth, that the Ship went from *London* to the *Downs*; and from thence with Convoy, which the Court held to be ſufficient, *contra Holt.*

In caſe of Deviation, the Inſurers are not bound to return the Premium, becauſe they have begun to run a Riſque.

Damages happening to periſhable Goods from their own Nature, not to be borne by the Aſſurer.

2 *Vern.* 69. *Goddard* a *Garrett.* One having no Intereſt in a Ship, lent 300*l.* on a Bottomry Bond, and inſured 450*l.* on the Ship, the Bond was recovered, but the Policy decreed to be delivered up.

Caſes in L. and E. 77, 80. And formerly, if one had no Intereſt, though the Policy run, *Intereſt or no Intereſt*, the Inſurance was void; and the Reaſon was, becauſe Inſurances were made for the Benefit of Trade, and not that Perſons unconcerned therein, or intereſted in the Ship, ſhould profit by it; and in this Caſe if the Ship ſurvived the Time limited in the Bottomry Bond, and was loſt within the Time limited in the Policy, if Inſurance good, the Defendant might be intitled to Money on the Bond, and Policy alſo; but ſince this, Inſurances have been conſtantly adjudged good, on *Intereſt or no Intereſt*, till the aforementioned Act of 19 *Geo.* II. Cap. 37. prohibited it.

Prec. in Chancery 20. *Wittingham* a *Thornborough.* Upon the Credit of one *Marwood*'s ſubſcribing a Policy on a Life, ſeveral Perſons enquiring of *Marwood* ſubſcribed, who was in Combination, and agreed to have a Part of the Money when the Life dropt, this being confeſſed in the Anſwer, the Policy was decreed to be delivered up, and the Premium returned the Plaintiff, deducting thereout their Coſts.

2 *Vern.* 717. *Harman* a. *Vanhatton.* One lends 250*l.* on a Bottomry Bond, and afterwards inſures on the ſame Ship, the Ship is loſt, he ſhall have both the Benefit of the Inſurance and the Bond too.

Mod. Caſes in L. and E. 230. *Knight* a *Cambridge.* On a ſpecial Verdict, it was found, that the Ship was loſt *per Fraudem & Negligentiam Magiſtri*, and the Fraud was held to be Barratry, though mere Negligence might not.

Caſes in L. and E. 77. *Aſſievedro* a *Cambridge.* If a Ship be taken by a Privateer, and not brought *Infra Prendia* of the King, by whoſe Subject it was taken, it is no lawful Prize, and the Property is not altered. Inſurance, Intereſt or no Intereſt, the Ship was taken by the Enemy, and kept for nine Days; but before it was carried *Infra Prendia, viz.* a Place of Safety, it was retaken by an *Engliſh* Man of War. And whether ſuch Taking was ſuch a Loſs as would entitle the Aſſurer to recover, was the *Queſtion*, and the Court ſeemed to be of Opinion for the Defendant.

Firſt, becauſe they would be never more favourable to an Inſurer *non bona fide*, or a Wagerer, than to one that inſures *bona fide*, for they held that an Inſurer having Intereſt, could not recover, the Property not being altered by

Da Coſta a. *Stander* 2. *Peer Will.* 170 *Weaver* a. *Fowler.* S P. decreed in *March*, 1723.

ly the Taking. But no Judgment given.

A Merchant having a doubtful Account of his Ship, inſures without acquainting the Inſurers what Danger ſhe was in; this held to be fraudulent, and the Court relieved againſt the Policy.

Aſſevedro a. *Cambridge.*

Where it was found by a ſpecial Verdict, that the Inſurer had no Intereſt in the Ship, and the Court was of Opinion that made no Difference.

Carter a. *Glover*, at *Guildhall*, 28 *June*, 1744.

A made a Policy, and declared under his Hand, on the Back, that the Inſurance was made for and on the Account of *B*, and afterwards *A* brought an Action on the Policy, and though the Declaration of *B*'s Intereſt appeared at the Trial, *Lee*, C. J. was of Opinion, that *A*, notwithſtanding, might maintain the Action and Verdict, *p. Quer.*

Same Caſe as above before *Lee* C. J.

A Ship was taken by a *Spaniſh* Privateer off *Viana*, ſo near the neutral Shore as to make a Diſpute whether a Prize or not, and the Ship was carried into the neutral Port; inſiſted for the Defendant, that as ſhe was not carried *Infra Prendia Hoſtis*, the Property was not changed, and therefore no Proof of a total Loſs, and Verdict for Plaintiff.

Carter a. *Royal. Exch. Aſſur. June*, 1744. before *Lee* C. J.

The Proof of an Intention to make a Deviation will not avoid the Policy before a Deviation is actually made.

Richard Hill & al. a. *Adam Spencer*, tried at *Guildhall*, by a ſpecial Jury, at the Sitting after Hillary Term 1745.

The Snow, *Tryal*, *William Jefferies*, Maſter, was taken up by the Government of *Carolina* as a Flag of Truce, to go to the *Havanna*, with Pretence to bring from thence ſome *Palatines*, lately taken and carried in there, on board an *Engliſh* Ship, the *Lydia*, Captain *Abercromy*, and by this Occaſion ſeveral *Carolina* Merchants loaded Goods aboard her, to a very conſiderable Value, and directed their Friend, Mr. *James Crokatt* of *London*, to get 10,000*l.* inſured on them, and at the ſame Time to inform the Underwriters every Circumſtance of the Voyage, *viz.* that the Cargo conſiſted of eighty or ninety Negroes, and the reſt Manufactures of *Great-Britain*, and *Germany*, all which was to be regularly cleared out for *Providence*, where the Veſſel was to have Liberty to call, in her Way down, for a Pilot; the Aſſured alſo mention the Probability that one Maſter of the *Spaniſh* Language might be cloathed with the Character of Captain of the Flag, by the aforeſaid Government, and *Jefferies* only appeared as Pilot, though this latter was to ſign all Bills of Loading; and the ſame Inſurance was ordered from the *Havanna* to *Carolina*, as was made to the *Havanna*. Mr. *Crokatt* got the 10,000*l.* inſured at four private Offices, at and from *South Carolina*, to the *Havanna*, and at, and from thence back to *South Carolina*, with Liberty to touch at *Providence*, outward and homeward bound, upon any Kind of Goods, laden or to be laden aboard the Ship called the *Tryal* (a Flag of Truce Ship) *William Jefferies*, Maſter, beginning the Adventure from, and immediately following the loading thereof aboard the ſaid Ship at *South Carolina*, and ſo to continue until the ſaid Ship, with the Goods whatſoever, ſhall be arrived at the *Havanna*, and ſo ſhall farther continue till arrived back at *South Carolina*, and the ſame there ſafely landed, and it ſhall be lawful for the ſaid Ship in this Voyage to ſtop and ſtay at any Ports or Places whatſoever, more eſpecially at *Providence*.

At the Foot of ſome of the Policies are theſe Words, *viz. Warranted a Flag of Truce for the Voyage*; and in the others (after deſcribing the Voyage) *the Ship being a Flag of Truce for the Voyage.*

The *Tryal* ſailed from *South Carolina* to the Iſland of *Providence* (after the Captain had received his Credentials from the Governor, as Commander of a Flag of Truce Ship) where ſhe arrived, and diſpoſed of Part of her Cargo, and then ſailed directly towards the *Havanna*; and being arrived near the Entrance of the Harbour, was ſeized by a *Spaniſh* Ship of War, and carried into ſaid Place, where her Loading was condemned and ſold, and the Ship, Officers, and Sailors, detained near five Months; at the Expiration of which Time, the Governor of the *Havanna* permitted them to return, with ſome *Engliſh* that had been made Priſoners, but without the *Palatines* they went to reclaim, and the Governor gave the Captain a Protection to ſcreen him in his Return from being moleſted by Men of War or Privateers.

Mr. *Crokatt*, on receiving Advice of the abovementioned Loſs, demanded it of the Inſurers, who thinking they had Reaſon to deny the Payment, ſuffered themſelves to be ſued for it; and Mr. *Crokatt* to ſupport his Demand, offered to produce the Invoice, Bill of Lading, credential Letters, and an Affidavit under the Seal of the Province of *Carolina*, atteſting that the Goods contained in the *Invoice*, were ſhipped, and Witneſſes, who were ready to prove *Viva Voce*, the Capture and Sale of the Goods at the *Havanna*, the Detention of the Mariners, and that the Ship returned

turned *as a Flag a Truce*, with forty-nine *Engliſh* Priſoners to *Carolina*.

On the other Hand, the Underwriters, to invalidate the Inſurance, pretended that this was an illicit Trade, that the Ship was not a Flag of Truce, or if ſhe was ſo, that the Aſſured, by warranting her to be ſo, did in Effect engage that the Goods ſhould be exempt from Seizure: that to entitle the Plaintiffs to a Recovery, it was incumbent on them to ſhew the Condemnation, and the Reaſons of the Confiſcations at the *Havanna*, and many other Arguments were uſed to ſet aſide the Policy, but the Jury found a Verdict for the *Plaintiffs*.

Huſſey a. *Hewit*, tried at *Guildhall* after *Michaelmas* Term, 1747.

The *Mary*, Captain *Wilſon*, was hired at *London* to carry Goods to *Dublin*, and an Inſurance was made on Ship and Freight, but in her Paſſage ſhe ran aſhore on the Sands called *Arklow Grounds*, and was there deſerted by the Captain and Sailors, who went aſhore to ſave their Lives, ſuppoſing the Ship irretrievably loſt; but ſome Fiſhermen hearing of the Wreck the Night before, went out after her, and early in the Morning ſpied a Sail off *Meyenhead*, near *Arklow* in the County of *Wicklow*, and about thirty Miles from *Dublin*, lying afloat in about ten or eleven Fathom of Water, and about a Mile and a half from Shore, which proved to be the aforeſaid Ship *Mary*, and on coming up with her in the laſt quarter Ebb, they found the Ship lying too, with her Gib Sail hauled to windward, and her Mizen Sail ſet, and on boarding her, found her entirely deſerted, without one Perſon therein.

After the Fiſhermen had got in, they ſounded the Pumps, and found ſo little Water in her, that two Hands cleared her in an Hour's Time, after which ſhe leaked but very little; and ſome few Hours after, the Fiſhermen meeting with a Pilot, agreed with him for half a Guinea, to carry her into *Polebegg* (which is a Place where Ships bound for *Dublin*, that draw much Water, are unloaded and diſcharged) where ſhe was delivered to Captain *Wilſon*, who took her in Charge, and was afterwards moored, and all her Cargo delivered ſafe and undamnified, and the Freight accordingly paid for the ſame.

The Ship was, after her Diſcharge, removed from *Polebegg* to the Bank Side, and there laid on the Ground to ſearch if ſhe had received any Damage, and it was found that nine or ten Feet of her Sheathing was rubbed off, and about the ſame Quantity of her falſe Keel broke, and the Ship ſtrained very much, ſo that they were forced to carry her back to *Polebegg*, and there moor again.

The Plaintiff demanded the whole Inſurance, which was 700*l.* on a ſuppoſed Proof of the Ship's being rendered unfit for any future Service, by her being run aſhore as aforementioned, and the Defendant tries to invalidate his Claim, by firſt endeavouring to prove, that ſhe could not be of near the Value inſured, as ſhe was an old *New-England* built Ship, and ſold a little before, to be broke up, for 150*l.* but the Purchaſer reſold her to another, who ſold the Moiety thereof to the Plaintiff, as he aſſerts, for 400*l.* the Truth of which Sale the Defendant ſuſpects, as well upon Account of the Lowneſs of the firſt Purchaſe, as an Eraſure upon which the Concern was wrote, and he likewiſe offers ſome Reaſons to ſuppoſe that the Ship was wilfully run aſhore, and not undeſignedly, as the Captain aſſerts; and to ſupport theſe Allegations, he refers to the Manner in which ſhe was found, with little or no Damage as aforeſaid, more than what was occaſioned by her lying aground, that the Captain had a very bad Character, and it was ſuſpected he had made large Inſurances, which induced him wilfully to loſe the Ship, more eſpecially as the Mate had declared, that if the Captain would have left him two Boys, he would not have quitted the Ship, and ſeveral other Things to the ſaid Purpoſe; but theſe not appearing ſo plain to the Jury, they found a Verdict for the Plaintiff.

Boehm a. *Snow*. *Michaelmas* Term, 1748.

The *Weſterwyk's Arms*, Captain *Richard Horner*, a *Swediſh* Ship and Commander, was chartered at *Hamburgh*, by Mr. *Jacob Boſanquet* a Merchant there, to ſail for *London*, and there to take in ſuch Goods, as he or his Correſpondents ſhould put aboard her, and carry them to ſuch Parts of *Italy* as he ſhould be directed.

A large Quantity of Goods were loaded aboard her, to the Value of 30 or 40000*l.* and among the Shippers, the Plaintiff was one, who took this Opportunity of ſending his Friends, Woollens to the Import of 1367*l.* 12*s.* 7*d.* conſigned to one Mr. *Anthony Damiani*, a Merchant at *Legborn*, for the Uſe of ſeveral Perſons in *Italy*, by whoſe Orders they were ſhipped, though with the Circumſtance, that the Property was not to be veſted in them, neither were they to pay for them, till the Goods were arrived and delivered according to the Bill of Loading, and conſequently remained the Plaintiff's Property, till the aforementioned Particulars were complied with, which induced him to get 1000*l.* inſured on them, and it was mentioned in the Policy, that the Goods were warranted to be inſerted in the Bills of Loading, *for neutral Account*. This was a Cuſtom during the War, in order to ſcreen Goods from the Enemies Seizures,

Seizures, and the Captains of neutral Ships would not ſign Bills of Loading without this Inſertion, which was Mr. *Boehm*'s Motive for filling up his accordingly, and the ſame occured with the other Gentlemen on Shipping their Goods, as the ſaid Warranty and Declaration were inſerted in all the Policies and Bills of Loading.

This Ship in her Voyage was taken by a *Spaniſh* Privateer, and carried into *Ceuta*, a *Spaniſh* Port on the Coaſt of *Barbary*, where the Goods were condemned as lawful Prize, as appears by a Copy and Tranſlation of the Sentence of Condemnation, tho' the Ship was ſet at Liberty, and the Captain, after fruitleſsly ſolliciting the Releaſe of his Cargo at *Ceuta*, went to *Cadiz* to reclaim it, where, notwithſtanding he was joined in Sollicitations by the *Swediſh* Conſul, and both aſſerted the Honour of the Flag, and the neutral Property of the Merchandiſe, they could prevail nothing towards altering of the Sentence, which ſtood confirmed, though whilſt this was tranſacting Mr. *Boehm* demanded his Inſurance of the Underwriters, who being convinced of the Juſtneſs thereof, came to the Agreement of paying him 50*l.* *per Cent.* and accordingly endorſed the Policy in the following Manner, *viz.*

WE whoſe Names are hereunto ſubſcribed, do agree to pay unto the Aſſured, 50*l.* *per Cent.* on our ſeveral Subſcriptions on this Policy, in a Month from the Date hereof, but in Caſe the Goods are reſtored in Safety, and are diſcharged according to the Tenour of the Policy, the ſaid 50*l.* *per Cent.* are to be repaid to us by the Aſſured, we engaging to make good any Average or Damages that may enſue by the Detention of the ſaid Goods.

Signed by all the Underwriters.

And afterwards there was likewiſe indorſed the following Words, *viz.* Whereas the within mentioned Ship, the *Weſterwyk's-Arms*, Captain *Horner*, from *London* to *Legborn*, was taken by the *Spaniards* in *July*, 1746, and forcibly carried into *Ceuta*, where ſhe has been detained with her Cargo ever ſince, and notwithſtanding all the Application and Endeavours that have been made uſe of by the Aſſured and his Agents for their Releaſe, they have hitherto proved fruitleſs, and without Succeſs; therefore We, the Underwriters on this Policy, do agree to pay Mr. *Thomas Boehm*, the Aſſured, the remaining 48 *per Cent.* in one Month from the Date hereof, which the ſaid Mr. *Thomas Boehm* obliges himſelf to refund and pay back again, in caſe his ſaid Goods ſhould be hereafter releaſed, and arrive ſafe at *Legborn*, according to the Tenour of this Policy, we engaging ourſelves to make good any Average or Damage that may enſue in this Adventure, and the Aſſured promiſes, and obliges himſelf to continue his utmoſt Endeavours that his ſaid Goods may be reſtored, and diſcharged.

The preſent Defendant only ſigned the firſt of theſe Agreements, but never paid the Money purſuant thereto, tho' all the reſt of the Underwriters ſigned both, and have paid their Money long ago.

The Plaintiff proved, that the Defendant was acquainted when he underwrote the Policy, with the Reaſons for inſerting the Words, that the Goods ſhould be warranted to be inſerted in the Bills of Loading for neutral Account; *He* alſo proved his Intereſt, and that the Goods were his, till delivered; that all the Underwriters on this Ship have paid their Loſſes, to the aforementioned Value of between 30 and 40,000*l.* and that even the Defendant himſelf had paid one on her: He alſo proved by a Perſon, *viva voce*, who had ſeen the Ship at *Cadiz*, and heard the Captain and *Swediſh* Conſul diſcourſe about their Sollicitations for freeing the Goods, which joined to the before-mentioned Copy of her Condemnation, he thought ſufficient Proofs of the Loſs, but the Defendant being of a contrary Opinion, and not ſatiſfied therewith, ſtood a Trial, when the Jury found a Verdict for the *Plaintiff*.

Jalabert and *Nevil* a. *Jonathan Collier*, jun. *Trinity* Term. 1749, at *Guildhall.*

The *Dartmouth Galley* being fitted out as a Privateer, ſailed (in Company with the *Fortune*) in *October*, 1744, on a Cruize, and the Plaintiffs being concerned therein, got Inſurance made on their Part for one Calendar Month, of which the Defendant underwrote 200*l.* and the ſaid Ships, after being out two Days, fell in with two *French* Men of War, with whom the *Dartmouth* engaged, and after a gallant Defence, was taken by them, tho' not till the Captain and two more were killed, and ſeveral wounded, when the Lieutenant ſeeing the Inequality of the Combat, ordered the Colours to be ſtruck, and ſurrendered, on which the Conquerors ordered the *Dartmouth*'s People to hoiſt out their Barge, and go as many as could on board the Men of War, but the *Dartmouth*'s Men finding an Opportunity ſailed away, and got off; their Enemies purſuing and overtaking them, they were obliged finally to ſubmit, and the Men of War ſent a Lieutenant, with a ſufficient Power to take Poſſeſſion of the *Dartmouth*, in whoſe Cuſtody ſhe continued only about an Hour and a Half, or two Hours; for the Lieutenant and his Company perceiving ſhe was leaky, by one of the Men

Men of War running foul of her, and ſtarting a Plank during the Engagement, called to his Commanders to ſend a Boat for them, as they feared ſinking, which they immediately complied with, and the Lieutenant of the *Dartmouth*, and about ninety of her Men were carried into *France*, and the Boatſwain being left on board with about twenty more, (including nine wounded ones) ſearched for, and in a great Meaſure ſtopped her Leaks, and taking Advantage of the *French* Mens Fears and the Night, in two Days after got ſafe again into *Dartmouth*; and ſoon after her Arrival there, was refitted by the Owners, and ſailed on another Cruize.

After this the ſaid Ship was kept inſured from Month to Month, and the Defendant underwrote ſeveral ſubſequent Policies on her, being always told by the Office-Keeper that he was off the firſt Policy, and neither he nor the Plaintiffs ever pretended to demand any thing of him on Account thereof.

In about ſix Months after the Expiration of the aforeſaid Policy, the Defendant paid the Plaintiffs a Loſs on her, having continued to inſure her Monthly, from the Policy in Queſtion, and the Plaintiffs when they received it, never ſo much as inſinuated, or pretended they had any Right to the firſt Inſurance; however the Plaintiffs have now claimed it, as the taking of the Ship, and carrying her Men away, entirely overſet the Cruize, and ſhe could not be refitted and ſail on another, before the Expiration of the Month for which ſhe was inſured, and conſequently this proved an entire Loſs to the Aſſured; but in Support of the contrary, it is alledged by the Defendant, and confirmed by the Opinion of ſeveral very conſiderable Merchants, that this could not be counted a total Loſs, more eſpecially as it is not on a Cruize, the Words of the Policy being, *to be inſured loſt or not loſt, to any Ports or Places, for one Calendar Month*, but no mention at all made of any Cruize; on which Account the Defendant ſuppoſes, there could be no Interruption to a Thing never guarded againſt; and beſides, the Ship was ſo far from being a total Loſs to the Owners on the firſt Riſque, that ſhe afterwards met with great Succeſs by taking a very rich Prize.

And if this Doctrine offered by the Plaintiffs, had taken Place, with reſpect to Inſurances made for Time, every Collier might bring this as a Plea, as they are always inſured on thoſe Terms, though it was never apprehended, that every little Accident which happened within the Time, and obliged them to refit, was deemed a total Loſs.

The Plaintiffs were nonſuited, becauſe unprepared to ſhew the Impoſſibility of her being fitted out again before the Expiration of the Inſurance.

Benjamin Mendes Da Coſta a. *Pouchon.*

The Plaintiff cauſed Inſurance to be made for himſelf or others, *loſt or not loſt*, on the good Ship *L'Heureux*, Capt. *Beatrix*, from *Bayonne* to *Martinico*, the Adventure beginning at and from *Bayonne* to *Martinico* and *Cape François* in *St. Domingo*, with Liberty to touch and ſtay at any Ports or Places whatſoever, without Prejudice to the Inſurance, and without other Proof of Intereſt in caſe of Loſs, than the preſent Policy, and the *French* and *American* Livres to be valued at Eleven-Pence each, without further Account to be given; and for this the Aſſureds paid thirty Guineas *per Cent.* to have twelve Guineas *per Cent.* returned, in caſe the Ship ſhould depart with Convoy from *Bayonne* or *L'Iſle D'Aix*.

The ſaid Ship ſailed two Days after in Proſecution of the aforeſaid Voyage, and was taken, brought to *London*, and condemned; on which the Aſſured demanded of the Defendant his Subſcription, which he refuſed to pay, for different Reaſons, as will be hereafter mentioned.

Several Merchants in *France*, particularly at *Bourdeaux* and *Bayonne*, after the Commencement of the late *French* War, fitted out a great Number of Ships, under a Pretence and Appearance of ſending them to the *French* Settlements in *America*, &c. and got them inſured to their full Value at *Marſeilles*, and other Places in that Country; and as the Laws of *France* prohibit every Perſon from making larger Inſurance than what their Intereſt is, they, without diſcovering what they had done in their own Country, requeſted ſeveral Gentlemen here to get Inſurance made for them, often to three or four Times more than their real Intereſt was; and the ſaid Ships being generally taken or loſt, the Underwriters, without ſuſpecting any Fraud, paid their Subſcriptions, by which Means, the *French* concerned in theſe Practices, got more than they would have done by any fair Adventures.

Theſe Sorts of Tranſactions became at laſt ſo notorious in *France*, that Monſ. the Count *de Maurepas*, Director of the Marine in that Country, about *May*, 1747, took Notice of it, and ſent a Letter to a Merchant at *Nantes*, deſiring him to enquire of his Correſpondent in *England*, into the Valuations of the ſeveral Ships and Cargoes mentioned in the Letter, (and amongſt them of the *Heureux*, Capt. *Beatrix*, before-mentioned) with the Amount of the Aſſurances made thereon, declaring in the ſaid Letter, that there were great Frauds committed by Perſons of *Bayonne* and *Bourdeaux*, in fitting out Ships and making large Inſurances thereon, and then putting thoſe Ships in the Way of being taken by the *Engliſh*. This Gentleman

man ſent a Copy of the above-mentioned Letter to Mr. *Henry Loubier*, a Merchant of this City, who generouſly communicated the ſame to ſeveral of the principal Underwriters; and they, in Conſequence of this Advice, choſe a few Gentlemen from among themſelves as a Committee, to enquire into theſe Frauds; and they found that ſeveral Gentlemen in *England* had procured Inſurances to be made on *French* Ships from *Bourdeaux* to *Bayonne* and to the *Weſt-Indies*, either upon the Terms of *Intereſt or no Intereſt*, or without *further Proof of Intereſt than the Policy*, to the Amount of 100,000*l.* of which near the Half was diſputable Loſſes, by there being great Reaſon to believe, that theſe Inſurances were fraudulent, and among others the Ship in Queſtion; upon which a Bill in Chancery was filed, and an Injunction obtained, but on the Plaintiff's ſwearing he knew of no Fraud, the Injunction was diſſolved.

The Committee ſent an Anſwer to Mr. *Maurepas*'s Letter, authenticated by a Notary Publick, whereby it appeared, that the Ship and Cargo in diſpute were ſold in *England* for 788*l.* 11*s.* 3*d.* *viz.* the Cargo for 388*l.* 11*s.* 3*d.* and the Ship for 400*l.* and there was inſured on her in *England*, 2790*l.* and at *Marſeilles* it was found upon Enquiry, that 12000 Livres had been inſured, which (reckoning a Livre at 11*d.*) amounts to 550*l.*

The preceding Circumſtances were offered to the Court, in order to diſcharge the Defendant from paying the Inſurance, but it not being in his Power to prove them, though he ſuppoſed them Matters of Fact, and it appearing plainly that the Plaintiff had not in the leaſt been guilty of any Fraud, and the Policy being expreſsly valued, and that in caſe of Loſs, the Aſſured ſhould not be obliged to prove his Intereſt by any other Means whatſoever, ſave by the preſent Policy (as is mentioned at the Beginning of this Caſe) and had paid an adequate Premium to the Riſque, which to the Underwriters was rather leſs than would have been on an Intereſt to be proved; as in this latter Caſe they are liable to Averages, which on Policies like this in queſtion, of Intereſt or no Intereſt, they are ſolely anſwerable for a total Loſs; and the Jury found a Verdict for the Plaintiff.

The ſame was tried on three other Ships under the ſame Circumſtances (on which large Sums had been inſured) and had the ſame Determinations.

Pond a. King. The Plaintiff being concerned in the *Salamander* Privateer, made Inſurance on her, as well in his own Name, as for and in the Name and Names of all and every other Perſon or Perſons, to whom the ſame did, might, or ſhould appertain, in Part or in all, loſt or not loſt, at and from the *Downs* (or elſewhere) to any Ports or Places whatſoever, for and during the Space of three Calendar Months, to commence from the 21ſt of *December*, 1744, upon the Body, Tackle, *&c.* of the ſaid Ship; and to continue until the ſaid Ship, with her Tackle, *&c.* ſhould be arrived at, as above-mentioned, and there had moored at Anchor twenty-four Hours in good Safety; and it ſhould be lawful for the ſaid Ship in that Voyage, to proceed and ſail to, and touch, and ſtay at, any Ports or Places whatſoever, without Prejudice to that Inſurance; the Ship, *&c.* for ſo much as concerned the Aſſured, was and ſhould be valued at, Intereſt or no Intereſt free of Average, and without Benefit of Salvage to the Aſſurers, touching the Adventure, *&c.* which they, the Aſſurers, were contented to bear, and did take upon them in that Voyage, *&c.* and in caſe the ſaid Ship ſhould not be heard of in twelve Months after Expiration of the abovementioned three Months, the Aſſurers agreed to pay the Loſs, and the Aſſured to repay the ſame, if afterwards the ſaid Ship ſhall be heard of in Safety: The Defendant underwrote two different hundred Pounds at ſeparate Times, on the aforeſaid Policy, and the Ship proceeded on the 24th of *December* as abovementioned, and was taken by the *French* on the 2d of *February* following, after an Engagement of more than an Hour with a much ſuperior Force, and after ſeveral of her Men were killed and wounded; and being thus conquered, 117 of her Men (including the Captain and all the Officers) moſt of her ſmall Arms, and the Commiſſion, were removed into the Enemy's Ship, and carried into *France*, leaving only ſeventeen *Engliſh* on board the *Salamander* (of which five ſoon after died of their Wounds) and two *French* Officers, with twenty-four of their Men; and the ſaid Ship was in Poſſeſſion of theſe their Adverſaries, from four of the Clock in the Afternoon of the ſaid 2d Day of *February*, until five of the Clock in the Afternoon of the 5th Day of the ſame Month, during all which Time ſhe was abſolutely in the Power of the Enemy, and was at the laſt mentioned Period retaken by the *Hunter* Privateer, Capt. *Richard Veale*, who put thirty of his Men and two Officers on board her, and kept her cruizing with him for eight Days, when the ſaid Capt. *Veale* engaged, and took a *French* Ship, with which, together with his own Ship and the *Salamander*, he endeavoured to gain ſome Port in *England* or *Ireland*, but the Wind and Weather not permitting, he carried them all to *Liſbon* (a Neutral Port) where he lay a conſiderable Time; during which, Captain *Veale* took out of the *Salamander* two Carriage Guns, and thirty hundred Weight of Bread for his Ship's Uſe; and the Captain of the *Durſley* Privateer (being

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in Partnerſhip with the *Hunter*) alſo took out two Carriage Guns for the Uſe of his Ship; of all which Captain *Veale* made a Manifeſt, and ſent to his Owners, that they might be accountable for them where they ought.

Captain *Veale* levied and inſtituted a Cauſe or Suit in the Vice-Admiralty Court at *Gibraltar*, againſt the ſaid Ship, the *Salamander*, &c. and on the 29th of *April*, 1745, obtained a Decree from the Judge thereof, that the ſaid Ship, *&c.* ſhould be reſtored to her rightful Owners, they paying, in lieu of Salvage, one third Part of the full, true, and real Value thereof, free and clear from all Charges and Deductions whatſoever; but as her Capture had entirely overſet her Voyage before the Expiration of the three Months, for which ſhe was inſured, the Plaintiff demanded the Inſurance of the Defendant, which being denied, he ſued him for the ſame; and on the Trial at *Guildhall*, the Jury brought in their Verdict *ſpecial*, which occaſioned its being argued before the Judges of the *King's Bench* in *Hilary* Term, 1746, and the Diſpute in queſtion ſeemed to turn on this Point, *viz.* whether a Policy made free of Average can affect the Inſurer but by a total Loſs. This was ſtrongly urged in favour of the Defendant, whoſe Council ſuppoſed that the Recapture prevented the total Loſs, which would have happened had the Enemy carried her into *France*; and that he was freed by the Policy from Payment of the Average ordered to be paid in lieu of Salvage, ſo that conſequently the Plaintiff's Demand on him was ill founded and unjuſt; but the Arguments on the contrary Side being ſtrong and concluſive, I ſhall tranſcribe the greateſt Part of them; and the Queſtions now upon this ſpecial Verdict are two (one to be conſidered upon the firſt, the other on the ſecond Count in the Declaration.)

1ſt, *Whether* the Property of the Prize was diveſted by the Taking; and,

2d, *Whether*, as it is found that the Voyage was totally broke, and the Purpoſe thereof defeated by the Capture, and no Reſtitution made to the Owners, there is not a Breach of Policy ſufficient to give the Plaintiff a Right of Action, notwithſtanding the Recapture, and though the Property be not changed, and the Inſurance be made free of Average.

1ſt, It is found that the Ship was taken by Enemies as a Prize, and that a hundred and ſeventeen Men (including the Captain and Officers) with the greateſt Part of the Small Arms, Commiſſion, *&c.* were carried into *France*, and only ſeventeen Men were left on board, all of which, except three, were wounded, and five of them died ſoon after, ſo that they were not able to navigate the Ship: but two *French* Officers and twenty-four Men were put aboard, and the ſaid Ship ſo conquered, remained in the Poſſeſſion of the Enemy from the 2d to the 5th of *February*, and during all that Time, was abſolutely in their Power; and that thereby the Voyage inſured was totally prevented.

Theſe Facts, according to the Laws of *France*, *Spain*, *Holland*, *Sweden*, and other *European* Nations, are ſufficient to diveſt the Property of the Prize; but according to the Opinion of ſome Writers, who draw their Notions from the Rule of the *Civil Law*, the Property of a Ship taken at Sea, is not diveſted 'till the Prize is brought *infra Fines*, or *infra Præſidia Capientium.*

If the Queſtion therefore is to be determined by the preſent Law of Nations, it is with the *Plaintiff*, for thereby the Property of a Prize is changed.

By a firm Poſſeſſion of twenty-four Hours.

But if by the Opinion of certain Doctors of the *Civil Law*, it is againſt the *Plaintiff.*

The Prize not being brought *infra Fines Hoſtium.*

It ſeems to be agreed by all the contending Writers upon this Queſtion, that the legal Principle, which veſts the Property of a Prize, is

Such a Taking as enables the Captor to retain and defend the Poſſeſſion; but their Diſpute is concerning what Circumſtance is declarative of ſuch Ability, and upon this Head it is that a Variety of Difficulties have aroſe. Vide *Vanbynkers.*

Van Bynkerſhock, ſpeaking to this, ſays,

"Quando autem ita adepti, videamur Poſſeſſionem ut retinere, vel non retinere poſſimus, Cauſarum Varietas definire non permittit."

They all likewiſe agree, that when the *Spes probabilis recuperandi* is loſt, or the Parties may be ſaid *Depoſuiſſe Animum recuperandi*, the Property becomes the Captors.

But they cannot ſettle what ſhall be Evidence thereof, though they confeſs it would be beneficial to the Publick, and reaſonable in itſelf, to put an End to an Infinity of Litigation, by reducing the Queſtion to a Certainty; yet, notwithſtanding ſo neceſſary an End is fully agreed upon, the Means leading to it are not: The Doctors adhering zealouſly to the Rules of the *Civil Law*, contend, that the *Criterion* for determining the Queſtion, ſhall be a bringing the Prize *infra Prendia*; the Law of Nations regarding rather the general Intereſt and Convenience of the Subjects, and to give all poſſible Encouragement in the Time of War, for the retaking of Prizes from the Enemy, hath ordained

dained that a Poſſeſſion of twenty-four Hours ſhall be ſufficient.

And now it is for the Judgment of the Court, to which Side they will pay the Deference; that is, whether to the Opinion of ſuch Doctors, as *Alber. Gent. Petrinu Bellus*, and *Vanbinkerſhock*, or to the Law and conſtant Practice uſed in other Nations.

If they adhere to the Doctors, the Queſtion is not finally ſettled among them; for ſome contend, that there muſt be a bringing *infra Fines Capientium*, others only *infra Claſſem*, and ſome into a neutral Port, *&c.* and ſome go ſo far as to ſay, that after a bringing *intra Præſidia*, there muſt be a Sailing to a new Deſtination.

But by the Law of Nations, of modern or later Inſtitution, the Certainty ſought for is definitive, *viz.* a Poſſeſſion of twenty-four Hours; and the Authorities to prove the Law of Nations on this Queſtion, are,

1ſt, " Recentiori Jure Gentium inter *Europeos* Populos introductum videmus ut talia Capta cenſeantur, ubi per Horas viginti quatuor in Poteſtate Hoſtium fuerint. *Gro.* L. 3. Cap. 6. S. 4.

2d, " L'Coutume vient des antienne Loix D'Allemagne & elle á & etablie Limitation de l'Eſpace de 24 Heures qu'elles limitorent non ſans Raiſon. *Barb. Notes on Grotius.* L. 3. C. 6.

3d, " Lamê me Choſe ſe Pratique en *Angleterre*, & dans le Royaume de *Caſtille. Idem.*

4. " Sed hodie Naves ab Hoſte captæ communi inter Chriſtianos, & *Europeos* Populos, ſive Jure, ſive ſive Conſuetudine poſt Liminio——non recipiuntur ſi Hoſtis eas non eodem Die navali Pugna iterum amiſeret, ſed per viginti quatuor Horas in Poteſtate Victoris fuerint tunc enim vere captæ, & proprii Juris factæ cenſentur. *Locenius de Jure Maritimo*, &c. L. 2. C. 4. S. 14. *Zouch de Jure Feciali*, Part 2. S. 8. 21.

5. " Quicquid Vero clariſſimi Interpretes diſputent De præda Prius in Preſidia deducenda, quam fiat poſſidentis aliud tamen Conſuetudine & Moribus *Europeorum* hodie obſervatur ut nimirum Præda Capientium fiat, & preſertim Naves Hoſtium de quibus hic Sermo eſt, ſi a Victore per Diem & Noctem poſſeſſa fuerint. *Loc.* L. 2. C. 4. S. 8.

6. " Si aucun Navire de nos Sujets eſt repris ſur nos Enemis apres qu'il aura demeure entre leur Mains pendant 24 Heures, la Priſe en ſera bonne, & ſi elle eſt fait avant les 24 Heures, il ſera reſtitue au Proprietaire. *Orden touchant la Marine, Tit. Prizes*, Act. 8.

7. " *Simon Greenewegen*, an Author frequently quoted as an Authority by the beſt Writers, and who was a celebrated Lawyer * in the laſt Century, and of a Family that had for a long Courſe of Years ſat at the Helm of the Government, proves, that the Law requiring a Ship to be brought *infra Præſidia* is abrogated, and puts it down as ſuch in his Treatiſe *De Legibus abrogatis & inuſitatis in* Hollandia, *viciniſque Regionibus*, where he diſtinguiſhes what ſhall be ſaid to be Prizes by the *Civil Law*, and what by the Law of Nations; to which End, in *Lib.* 49. *Tit.* 15. *de Captivis*, &c. he makes ſeveral Diviſions and Subdiviſions of the Subject, and has two Subdiviſions *de Navibus*, *viz.* Firſt *Captæ*, quæ dicuntur jure Civili; Secondly, *Gentium*, and under this Head *Gentium*, quotes the Paſſage aforeſaid from *Grotius*, and adds, that now in *Holland* a Prize may be good, *Nulli babito reſpectu Temporis, quo Navis in Hoſtium Poteſtate fuerit, dum tamen infra Præſidia perducta non fuit.* Sim. Grec. de Leg. Abr. P. 353."

* Dict. Mor.

As by the Law of other Nations a Poſſeſſion of twenty-four Hours undoubtedly diveſts the Property of a Prize, one might conclude that (as this Queſtion has not been judicially determined by this Court) it would be reaſonable to put the Subjects of *England* upon the ſame Footing with thoſe in *France*, *Spain*, *Holland*, *Sweden*, &c. eſpecially in Mercantile Contracts, which ought to have the ſame Conſtruction in one trading Country as another, and more eſpecially as this Kind of Inſurance, *Intereſt or not*, is a Branch of Trade peculiar to us; but if this will not do, the Queſtion upon the ſecond *Count* is to be conſidered, which is,

Whether upon this *Count*, there hath not been a Breach of the Policy or Contract of Inſurance, ſufficient to give the Plaintiff a Right of Action, upon *Intereſt or not?* *2d Queſt.*

It is found that the Prize was fitted out to cruize againſt the King's Enemies, that all her Men except ſeventeen, as aforeſaid, were taken, and carried into *France*, and thoſe left, not able to navigate the Ship, and that the Voyage deſcribed in the Policy was thereby totally prevented, and that at the Time of the Verdict the Ship remained at *Liſbon*, not reſtored to the Owners.

This ſeems to be a Breach, taking the Policy either upon the Foot of

A CONTRACT OR A WAGER.

Conſidering it as a *Contract*, the Agreement is, that the Ship ſhall not be prevented in the Voyage, by any of the Perils or Riſques in the Policy, amongſt which are all *Surpriſals* at Sea, *Arreſts*, *Reſtraints*, and *Detainments* of all Kings, Princes and People what-

whatſoever; and *here* has been a Surprizal at Sea, and a Detention, whereby the whole Voyage inſured was totally broke, as is found by the Verdict; and this is a much ſtronger Caſe than *Depaiba* and *Ludlow*, where the Court, for very good Reaſons, determined unanimouſly for the Plaintiff, as appears by the Judgment of Lord Chief Juſtice *King*, delivered as the Opinion of the whole Court! whereby it alſo appears, that a total Loſs is not neceſſary in all Caſes to give the Plaintiff a Right of Action upon a Policy, *Intereſt or not.*

The Defendant's Council inſiſted in his Argument, that as the Policy was made free of Average, nothing could affect the Inſurer but a total Loſs, becauſe all other Loſſes are included within the Import of Average, by the Words of the Contract.

This is a Miſtake, and appears to be ſo from the Words of the Policy, which immediately follow, *viz. and without Benefit of Salvage to the Inſurer.* If nothing but a Loſs of the whole could affect the Inſurer, it is not conſiſtent that he ſhould renounce the Benefit of Salvage, for what could he have to do with Salvage, in caſe he was chargeable, if any thing was ſaved?

This therefore is a Conſtruction not warrantable, being abſolutely inconſiſtent with the expreſs Words of the Policy, which are *free of Average, and without Benefit of Salvage to the Aſſurer.*

And as ſuch a Conſtruction is inconſiſtent, another is to be ſought, which is not ſo repugnant, and which may permit the Words before-mentioned to ſtand with more Propriety, and this may be done by confining the Import of Average to a Limitation; and the Definition of Average in the firſt Article of the Ordnance of *Fontainbleau touchant la Marine, Titte Avarice*, eſtabliſhes ſuch a Limitation of the Import of this Word, as will give it a conſiſtent Place, as it ſtands in a Policy of Inſurance; it is by the ſaid *Ordon.* defined thus;

"Tout Depenſe extraordinaire que ſe fera pour
"les Navires, et Merchandizes, conjointement
"ou ſeparement, et tout Dommage que leur
"Arrivera depuis leur Charge et Depart, juſ-
"ques a leur Retour et Diſcharge, ſeront re-
"putez Avaries. *Ordon.* of 1681, *Tit.* 7, *des*
"*Avaries.*"

And it is certain that the true Import of the Word Average, is ſuch Damages as happen to the Ship or Cargo during the Voyage, as the Loſs of Anchors, Maſts, Cables, &c. but that which breaks up the Voyage, as in this Caſe a Capture by Enemies, whereby the whole End, Purpoſe, and Deſign of the Cruize, was abſolutely defeated by the actual taking of all the Men, Arms, Proviſions, Commiſſion, Officers, &c. cannot from the obvious Nature, Circumſtances, and Reaſon of the Thing, and the Authority of the Caſe of *De Paiba* and *Ludlow*, be eſteemed barely as an Average, to which the Inſurer is not liable, but muſt be conſidered as a total Breach of the Contract of Inſurance to which he is liable.

If the Conſtruction contended for by the Defendant, was to prevail, the Inſurer would rather be indemnified from, than ſubjected to the Perils inſured againſt; for if a Taking happens at the Beginning of a Voyage, inſured from one Port to another, or for Time only, and the Voyage be thereby broke up, or the Time elapſed, the Recovery of the Ship will ruin the inſured, and be a general Releaſe to the Inſurer, who will alſo be thereby indemnified from all the Riſques in the Policy; whereby if no ſuch Capture had happened, the Ship might have been loſt, and a Capture and Detention breaking up the Voyage inſured, might put the Inſurer in a better Condition than if there had been no Capture at all, which cannot be the Meaning of the Parties, being inconſiſtent with the apparent Deſign of an Inſurance.

Beſides, in this Caſe, the Ship inſured is not to this Hour, as appears by the Verdict reſtored to the Owners, neither was it * worth their while to pay Salvage and Charges, and raiſe Men to bring her home; and ſuppoſe they had, and ſhe had been taken again by the Enemy, the Time of Inſurance was expired, and the Inſurer in ſuch Caſe would have ſaid he was not liable.——— Therefore muſt be conſidered as a total Breach of the Policy, and not as a bare Average.

* *Hartley* a *Pringle*, held by Lord Chanc. that the Inſured in Caſe might abandon.

1ſt. Here was a Taking and a Detention.

2dly. All the Men, Commiſſion, &c. taken and carried into *France*, and never retaken.

3dly. Tho' Ship retaken, not reſtored, and poſſibly never may.

4thly. If reſtored, her Men, Arms, Proviſions, &c. being taken, could not purſue the Purpoſe of the Voyage, and therefore the Inſured may abandon the Benefit of Salvage †.

† This Salvage is what the Inſurer has promiſed by the Policy.

5thly. The Verdict has found the Voyage was thereby totally defeated, and that is ſufficient.

There are many Caſes where the Plaintiff on a Policy, *Intereſt or not*, has recovered, though no total Loſs of the Ship, but becauſe by the Perils in

the Policy, ſhe was rendered unable to perform the Voyage, as in the Caſe of the *Ludlow Caſtle*, and the Caſe of the *Providence*, between *Carter* and *Barrell*, where the Ship came into *St. Ives*, bound for *London*, but being leaky the Cargo was unloaded, and the Ship ſold at *St. Ives*, though it was proved, ſhe might at a conſiderable Expence, have been made fit to perform the Voyage, yet, as without it the Voyage could not be performed, the *Plaintiff* recovered, though no Loſs at all of the Ship.

So in the preſent Caſe, if the Ship had been retaken in an Hour, ſhe could not have purſued the Voyage, for all the Men, &c. were taken and carried into *France*, and therefore ſhe could not navigate herſelf, neither could ſhe have performed the Voyage inſured.

But taking it upon the Footing of a *Wager*, as put by the Defendant's Council, what is the *Wager?* It is, that ſuch a Ship, for, and notwithſtanding any Arreſts, Reſtraints, &c. will ſail from *London* to *Jamaica*, or ſail for three Calendar Months upon a Cruize (as the Adventure may be). If therefore by any Arreſt, Taking, Detention, &c. the Ship is totally prevented from proceeding in the Voyage, is not the Wager loſt? has not a Contingency, inſured againſt, happened?

Upon this Caſe, for the Reaſons aforeſaid, and many others ariſing upon the Nature of the Contract of Aſſurance, and particularly upon the Authority, and Reaſon in *de Paiba* & *Ludlow*, the Plaintiff hoped for the Judgment of the Court in his Favour, which accordingly was given, and the Judges were unanimous in their Opinion.

I have enlarged conſiderably on this Caſe (more than on any others) as it is that which ſettled definitively this Nature of Inſurance, which before was almoſt always conteſted, when any little Difficulty happened; and though the late Act prohibits the Continuation of a Buſineſs it deems hurtful to the Public, yet this Deciſion may be a Government for Diſputes, in other Parts where it is permitted, or in caſe the aforeſaid Act ſhould ever be repealed.

Gordon and *Murray* a. *Morley*, Eſq; at the Sittings after *Mich.* Term at *Guildhall.*

The Plaintiffs being Merchants, reſiding at *Gibraltar*, and one of them coming to *London* to purchaſe Goods fit for that Place, bought to near the Value of 3000*l.* and in order to forward them to the aforeſaid Place, he took Freight on the Ship *Ranger*, Capt. *Taylor*, which he ſaw put up (as accuſtomary) at the *Royal-Exchange* and *Portugal* Coffee-Houſe, with a Declaration inſerted in the ſaid Advertiſement, *that the Ship was to ſail with the firſt Convoy*, and in Conſequence thereof he ſhipped his Merchandize, and made Inſurance thereon, to the Amount of 2830*l.* inſerting in the Policy the Words, *(warranted to depart with Convoy)* in conformity with the above-mentioned Placart of the Captain.

The Ship when loaded, ſailed from *Graveſend* the 4th of *May*, 1746, on her Voyage, and arrived in the *Downs* the 7th, where ſhe continued till the 12th, in Company with the *Otter* Sloop of War, ſome *Engliſh* Merchant Ships, and three *Dutch Eaſt-India* Ships.

Capt. *Taylor*, whilſt he lay in the *Downs*, having received Intelligence that the Convoy at *Spithead* was ready to ſail, went on board the *Otter* Sloop, in order to ſollicit the Commander's taking him under his Protection to *Spithead*; but this the ſaid Gentleman informed him, was not in his Power to comply with, as he was ordered on a Cruize, over to the Coaſt of *France*, whereupon Capt. *Taylor* went on board the Commodore of the *Dutch Eaſt-India* Ships, who promiſed to take the *Ranger* under Convoy to *Spithead*.

On the ſaid 12th of *May*, the *Otter* Sloop, the *Dutch*, and the *Ranger* weighed Anchor, as did alſo ſome *Engliſh* Ships for the Benefit of that Convoy, and a few Hours after they were under ſail, the *Otter* Sloop parted from them on her Cruize, and the *Ranger* proceeded and kept Company with the three *Dutch* Ships, till between four and five o'Clock the next Afternoon, (being the 13th) when (in her direct Courſe to *Spithead)* ſhe was attacked by a *French* Privateer, called the *Reſource*, within three Miles of the *Dutch Eaſt-India* Men, and eighteen of *Spithead*, where ſhe was to join the Convoy for *Gibraltar*, and (after ſome Reſiſtance) ſhe was taken, and carried into *Havre de Grace*, and there regularly condemned.

The Plaintiff, on the aforeſaid Capture, applied to the reſpective Underwriters, (and among them to the Defendant) requiring Satisfaction for his Loſs, but they abſolutely refuſed paying any thing, inſiſting that the Ship had not ſailed according to the Terms of the Policy, *viz. at and from* London *to* Gibraltar, *warranted to depart with Convoy*, but as ſhe departed without Convoy (which ſhe ought not to have done) and was taken in Conſequence thereof, the Inſurers are not held to ſatisfy a Loſs, which they never obliged themſelves to be anſwerable for; that the Ship ought to have ſtaid till a Convoy offered, and not gone to ſeek one at ſuch a Diſtance, as evidently expoſed her to be taken in getting thither.

On

On the contrary, the Plaintiff pleaded, that they had complied with the Tenour of the Policy, that the Defendant miſconceived the natural Conſtruction of the Words, *warranted to depart with Convoy*, as they did not imply, that the Ship ought to have departed with Convoy from the Port of *London*, as the Rendezvous for Ships, bound to *Gibraltar* and the *Streights*, is generally at *Spithead*, where they join the Convoy; and altho' there may poſſibly be an Inſtance or two of a Convoy, ſailing from the *Nore* and the *Downs* to *Gibraltar*, yet this is an uncommon accidental Thing, and was not to have been expected on this Occaſion; on the contrary, it was then known, that the Convoy for thoſe Parts was to be at *Spithead*, and many Ships went there from *London* to take the Benefit of it, ſo that the Warranty could only be underſtood from *Spithead*, as it was from the Convoy there, the Captain was to take his ſailing Orders; beſides, as it was unſafe to lie in the *Downs* without a Man of War, the Plaintiff conceives the *Ranger* would have run a much greater Riſque, in continuing there after the *Otter*'s Departure, than ſhe did in ſailing with her and the *Dutch* Ships, though they were no regular Convoy; and the Plaintiff paid the ſame Premium for his Inſurance, as was given on ſeveral Ships at the ſame Time, with a Warranty to depart from any Port of the Channel; and it was the Opinion of ſeveral Merchants, that Ships ſailing with Convoy, are to make the beſt of their Way to the Convoy, and not ſtay for any intermediate one.

The Jury found a Verdict for the Plaintiff.

Hewit a. *Flexney* at *Guildhall*, the Sittings after *Eaſter* Term, 1746.

The Plaintiff having underwrote the *William* and *Anne*, Capt. *Strachan*, at and from *Virginia* or *Maryland*, to *London*, had a mind to reinſure himſelf, and accordingly ordered Mr. *Alexander Hoſkins*, a Broker, to get it done, who having complied with the Commiſſion, certified on the Policy, that the Intereſt was in the Plaintiff.

The Inſurance was made, *Intereſt or no Intereſt*, free of Average, and without Benefit of Salvage, but under the Policy was this Clauſe; *in caſe of Retain, the Aſſurers to have Benefit of Salvage, and pay Average, the ſame as if wrote on Intereſt.*

The Ship ſailed from *Virginia* on her Voyage to *London*, and being about two hundred and fifteen Leagues to the Weſtward of Cape *Clear*, after a Voyage of three Weeks, ſhe was taken by two *French* Privateers, and carried into a Place in *Newfoundland*, called by that Nation *Cape de Grate*, and commonly occupied by them in the Fiſhing Seaſon, where ſhe continued in the Enemy's Poſſeſſion and Power, forty-one Days; during which Time, the Enemy took out of her a great Part of her Cargo, and after ſo rifling her, and in their Way condemning her, the Captain agreed to Ranſom her with what remained of her Loading, and the Ranſom-Bill being ſigned, and his Mate left as an Hoſtage, they permitted him to purſue his Voyage to *London*, where he afterwards arrived.

Soon after the Ship's Arrival, the Merchants who were concerned in the Cargo, and had been inſured, applied to their Underwriters for Satisfaction, when moſt of them ſettled the Average for what was pillaged, at fifty *per Cent.* one at forty, and the preſent Plaintiff paid his Quota thereon, and afterwards applied to the Defendant, who had reinſured him, to ſettle his Policy, and it was agreed between them, that it ſhould be on the ſame Footing, as the major Part of the aforeſaid Underwriters on Intereſt had done, which the Broker (in this Inſurance) underſtanding was done at fifty *per Cent.* he endorſed on the Back of the Policy theſe Words, *Adjuſted this Loſs at fifty Pounds* per Cent. *to pay in one Month*, London, 12 December, 1745, and ſigned by the Defendant.

Daniel Flexney.

though at the Time the Defendant ſigned the abovementioned Note, he told the Plaintiff, that ſome of the Underwriters, on the original Policies, had paid an Average only of forty *per Cent.* and therefore he would pay no more, and at the ſame Time with his Pen drew a Line thro' the Word fifty, and above it wrote forty, which occaſioned ſome diſpute between them, but the Indorſement ſo ſigned by the Defendant remained uncancelled.

The Defendant afterwards refuſed making any Satisfaction, under a Suppoſition of his having no Obligation thereto, for which his principal Reaſons were, *viz.*

1ſt. That although he had ſigned ſuch an Adjuſtment at forty *per Cent.* yet he is not bound by it, becauſe the Plaintiff objected to it at the Time of Signing, and inſiſted on fifty.

2dly. That although the Ship was in the Enemy's Poſſeſſion, and carried into *Cape de Grate*, yet as ſhe afterwards proceeded on the ſame Voyage, and arrived ſafe in *London*, therefore there could be no Loſs, ſo as to recover under a Policy, *Intereſt or no Intereſt.*

To

To the firſt of which Objections, the Plaintiff admits that he did find Fault with the Defendant for ſtriking out the Word fifty, and inſerting forty, yet as the Defendant did not then think proper to cancel the ſaid Adjuſtment, but permitted it to remain on the Back of the Policy, the Plaintiff apprehended he had a Right to recover under the ſaid Adjuſtment.

As to the Defendant's ſecond Objection, the Plaintiff ſuppoſes, that as the Ship was carried in by the Enemy to *Cape de Grate*, and detained till ranſomed, that this will amount to a total Diveſtiture or Alteration of the Property, and be deemed ſuch a Loſs as will entitle him to recover, this Caſe ſeeming to be of a quite different Nature from a Recapture, before the Ship is carried into an Enemy's Port.

Verdict for the Plaintiff.

Barclay a. *Etherington.* Sittings after *Trin.* Term, 1747, at *Guildhall.*

The Plaintiff having cauſed himſelf to be inſured 50*l.* *Intereſt or no Intereſt, free of Average, and without Benefit of Salvage*, on the *Proſperous Eſther*, Capt. *Miln*, from and immediately following her laſt Arrival at *Maryland* or *Virginia*, and to continue till her Arrival at *London*; and not caring to appear in it, he directed his Broker, Mr. *Hart*, to get the Policy made in his Name, which was accordingly done, and as ſhe was deemed a miſſing Ship, the Premium was after the Rate of Sixty Guineas *per Cent.*

The Ship ſailed on her Voyage from *Virginia*, and in forty Days after was taken by a *French* Privateer, about a hundred Leagues to the Weſtward of the Land's-End, and was detained by the Enemy ſix Days at Sea, and then both Ship and Cargo ranſomed for 3500*l.* but Captain *Miln*, inſtead of coming directly to *London*, where he was bound, on pretence of bad Weather, put into *Ilfracomb* in *Devonſhire*, from whence he wrote to his Owner, Mr. *Dick* of *London*; but the ſaid Gentleman's Affairs being then unhappily ſituated, and having, prior to his Misfortunes, aſſigned the Ship and two Policies of Inſurance thereon to Mr. *Alexander Black*, who apprehending by what Captain *Miln* wrote, that the Ship and Cargo was much damaged ſince the Capture, and therefore that the Value might fall ſhort of a Sufficiency to pay the Ranſom Bill, and incident Charges, he rather choſe to come upon the Inſurers for his Money, than to have the Trouble of taking the Ship and Cargo under his Care, and therefore abandoned the whole to Captain *Miln*, to enable him to pay the Ranſom-Bill.

And thereupon Meſſ. *Simonds* of *London*, Merchants, Agents for the Captors, ordered Captain *Miln* to carry the Ship and Cargo to *Briſtol*, there to be diſpoſed of, inſtead of bringing her to *London*, which was accordingly done; and after paying the Captain and Sailors their Wages, amounting to upwards of 300*l.* the neat Proceeds fell ſhort of the Ranſom Bill, owing to the Damage ſhe received in her Voyage after the Capture.

The Defendant ſuppoſes this was a Gaming Policy, though the Plaintiff inſiſts upon its being a Reinſurance; and having applied to the Defendant, after Underwriting, for his Conſent to have it declared ſo, he abſolutely refuſed to admit it.

The Plaintiff ſeemed to lay a good deal of Streſs on a ſuppoſed Indiſcretion in the Captain, by paying more for the Ship and Cargo than they were worth; but had they eſcaped the Damages ſubſequent to the Ranſom, they would undoubtedly have ſold for more than they coſt freeing, and never have been abandon- by the Owners.

The Plaintiff likewiſe inſiſts, that the Ship ſailed from *Virginia*, but never arrived at *London*, according to the Terms of the Policy, and therefore the Inſurance was due; but the Defendant, in Reply, pretends, that the Ship's putting into *Ilfracomb* was a Deviation, and conſequently not within the Riſque of the Policy; and beſides, he thinks this is not to be conſidered as a total Loſs, in the Caſe of *Intereſt or no Intereſt*, as it is a mere Wager, whether the Ship arrives, or not; the Ship did arrive in *England*, and is now in being, and this was a Ranſom at Sea, only for the Benefit of the Concerned, but the Defendant could reap no Advantage by it, whether it was prudently done or not; and it might occaſionally have been more for his Intereſt, if the Ship had continued at Sea in the Enemy's Poſſeſſion, as there was a Chance of her being retaken, before ſhe had been carried *infra Prendia*, and if ſhe had, and arrived ſafe, there would have been no Loſs within the Terms of the Policy; as he preſumes there is no room to claim a Loſs in Caſes of a Recapture. Several Merchants, Inſurers, and Brokers, being of Opinion that on a Policy *Intereſt or no Intereſt*, a Capture at Sea is never conſidered as a total Loſs, unleſs the Prize is afterwards carried into the Enemy's Port, and that the abandoning the Ship and Cargo by the Owners, after her Arrival, will not alter the Caſe.

The Jury found a Verdict for the Plaintiff.

Daubony a. *Read*, Sittings after *Mich.*

The *Broomfield* was inſured, at, and from the *Leeward Iſlands* to *Briſtol*, *Intereſt or no Intereſt, free of Average Loſs, and without Benefit of Salvage*, and

Term, 1750. at *Guildhall.* and among other Underwriters, the Defendant ſubſcribed; the Ship in her Paſſage Home was taken by a *Spaniard*, who took out four of her Men and the Captain, and put nine of his Men aboard, and ordered them to carry her to *Bilboa*, for which Place her Courſe was directed; and on her Voyage there, and after having been in Poſſeſſion of the Enemy thirty-nine Hours, ſhe was retaken by the *Terrible* Privateer belonging to *Liverpoole*, and carried into *Waterford*, from whence ſome Propoſals were made to the Owners of the *Terrible*, in order to her Releaſe, and Permiſſion to proſecute her intended Voyage to *Briſtol*, but not being agreed to, ſhe was brought to *Liverpoole*, and after a Commiſſion of Appraiſement had iſſued out of the Admiralty, ſhe and her Cargo were ſold, to pay the Salvage due to the Recaptors, as by Act of Parliament.

One of her quondam Owners now bought the Whole, and afterwards parcelled her out among ſeveral Gentlemen at *Briſtol* (who became Copartners with him) to which Place ſhe was ordered, and where ſhe arrived; though as the Plaintiff ſuppoſes this could not be an Arrival agreeable to, or within the Intent and Meaning of the Policy in Queſtion, under the Circumſtances above ſtated, *viz.* of her Capture, Recapture, Appraiſement, and Sale, and with an entire new Set of Owners, he thinks he is entitled to a total Loſs.

The Defendant, on the contrary, urges that this was no more than a bare Capture and Recapture, which he ſays has never been deemed a total Loſs; in Reply to which, the Plaintiff affirms, that this was ſtill more, for the Ship after being retaken, was carried into *Waterford* by the Privateer, kept ſome conſiderable Time there, afterwards was carried into *Liverpoole*, and there (as abovementioned) with the Cargo, appraiſed and ſold to pay the Salvage, and a new Set of Owners engaged before ſhe ſet out for *Briſtol*, by which the whole Voyage was altered and loſt.

And to juſtify this Plea, he quoted my Lord Chief Juſtice *Lee*'s Sentiments, when he gave Judgment in the Caſe of the *Salamander*, *viz.*

" We muſt not judge this Cauſe by the Rules of " the *Civil Law*, but we muſt judge it by the Rules " of the *Common Law*, and determine on this Policy " as an Agreement and Contract between the Parties, whoſe Intention and Meaning, when they enter into it, muſt govern; and although in the *Civil* " *Law*, to make a Forfeiture of an Inſurance there " muſt be a total Loſs of Property, that is not a Reaſon why it ſhould be required in this Caſe, becauſe " here the Policy by the Words of it extends to *Accident*, where there may be no Loſs of Property, as " taking by Pirates, Enemies, Men of War, &c. " And this his Lordſhip declared was taken Notice " of by Lord *King*, in the Caſe of *De Paiba* and *Ludlow*, where there was no Alteration of Property " by that Capture, as *Sweden* was not at War with " *England*, and yet that was deemed a total Loſs; " but in the preſent Caſe, here was a Capture by an " Enemy; and his Lordſhip farther ſaid, that the " Queſtion on the *Salamander*, was not, whether the " Property of the Privateer was loſt by this Capture, " but whether the Capture was ſuch a Peril, as is " inſured againſt? The Judges were unanimouſly of " that Opinion, and Judgment was given for the " Plaintiff."

Verdict for the Defendant.

Hog a. *Gouldney*, Sitting after *Trin.* Term, 1745, at *Guildhall.* This Action was brought by the Plantiff againſt the Defendant, on a Policy of Inſurance, which the latter underwrote ſo long ago as in *November*, 1743, on the Ship *George* and *Henry*, Captain *Bowler*, at and from *Jamaica* to *London*, *Intereſt or no Intereſt*, *free of Average, and without Benefit of Salvage to the Inſurers*, with a Warranty annexed to the Policy, *viz. Warranted the ſaid Ship to ſail from* Jamaica, *with the Fleet that came out under Convoy of the* Ludlow-Caſtle *Man of War.*

The ſaid Ship did ſail accordingly with the Fleet under the aforeſaid Convoy; but in a great Storm that happened ſome Time after their Sailing, wherein many Ships were loſt, the *George and Henry* received ſo much Damage as obliged her to bear away for *Charles Town* in *South Carolina*, where ſhe put in, and upon Examination, was found quite unfit to put to Sea again; whereupon her Cargo was taken out, and loaded aboard other Ships for *London*, and ſhe condemned and broke up.

In Conſequence of which, the Plantiff demanded his Inſurance, and all the Underwriters being ſatiſfied of the Truth of the aforementioned Facts, paid their Loſs, except the Defendant, who went ſo far as to ſettle it, and according to Cuſtom underwrote the Policy in the following Words and Figures.

> *Adjuſted the Loſs on this Policy, at ninety-eight Pounds* per Cent. *which I do agree to pay one Month after Date*, London, 5 July, 1745.
>
> *Henry Gouldney.*

When this Note became due, he thought himſelf no way bound by it, but inſiſted on fuller Proof; particularly of the Ship's failing under Convoy, as warranted, and of her Condemnation at *Carolina*; but it having

having been always the Cuſtom, that after ſuch Adjuſtments as above, with Promiſe of Payment at a certain Day, are made between the Inſured and Inſurer, no farther Evidence is ever required, but the Loſs conſtantly paid; and it was upon this Account, that

The Jury found a Verdict for the Plaintiff.

And my Lord Chief Juſtice, conſidering it as a Note of Hand, declared that the Plaintiff had no Occaſion to enter into the Proof of the Loſs.

Arnold a. *Godin.* Sittings after *Trin.* Term 1747, at *Guildhall.*

The *Tyger*, Captain *Harriſon*, being bound from *London* to *Gibraltar*, the Plaintiff got an Inſurance made on her, *Intereſt or no Intereſt, free of Average, and without Benefit of Salvage to the Inſurers*; and at the Foot of the Policy there was a Warranty, *that the Ship ſhould depart with Convoy from ſome Port in the Channel.*

The ſaid Ship proceeded on her Voyage, as far as the *Downs*, and ſailed from thence under Convoy, as warranted; but ſoon after her Departure ſhe received a very conſiderable Damage, which obliged her to return to *Dover Pier* to refit; and after the neceſſary Affairs were finiſhed, ſhe ſailed again, in Profecution of her Voyage, and for her Security therein, to join the Convoy at *Spithead*; but having got as far as the *Iſle of Wight*, ſhe proved ſo leaky as obliged her to a ſecond Return, and ſhe once more arrived at *Dover*, to ſearch for her Leaks.

Her Owners, on this, thought it adviſeable to have her ſurveyed by Men of Skill and Judgment; and thereupon two Ship Carpenters, and two Maſters of Ships, having examined her, declared, that they had ſurveyed both Sides from Stem to Stern above the Wales, and the Tranſom, after the Planks were ripped off, and found the Timbers to be very rotten, and in ſo bad a Condition, that except all her upper Works were pulled down and new built, they did not judge her in a fit Condition to proceed on her intended Voyage; and that if ſhe was ſo repaired, the Charges would come to more than ſhe would be worth, with all belonging to her.

The Plaintiff inſiſts that ſhe was a very good Ship when ſhe ſet out on her Voyage, and ſhe was only rendered otherwiſe by the bad Weather ſhe had met with, which at laſt not only rendered her unfit for Voyage, but occaſioned her proving a total Loſs to her Owners; that ſhe would have weathered the Storm, in all Probability, unhurt, had not the *Swift* Privateer drove foul of her; that when her firſt Hurt was repaired, the Builder ſuppoſed her ſtronger than before the Storm; though when ſhe was laid open, her Tranſom (as beforementioned) and moſt of her long Timbers were found rotten, ſo that notwithſtanding it is poſſible ſhe might have performed her Voyage, yet had her Defects been known, no body would have cared to venture in her.

Mr. *Burton*, who fitted her out in the *Thames*, declares ſhe was in very good Condition, and fit for any Voyage; though he did not examine her Timbers, but only caulked her, and mended her Outſide and Floor Timbers; but it is natural to ſuppoſe, that if her Timbers were found in *October*, (when theſe Repairs were done) they could not have been rotten in *January*, when ſhe received her Damage.

And the Defendant grounds his Reaſons for not paying the ſaid Inſurance, firſt, on that Part of the Policy's Contents, which aſſerts the Ship to be *Tight, Staunch, and Strong*, and (barring future Accidents) able to go through the Voyage; whereas he ſuppoſes this Veſſel not to have been ſo, as he thinks is clear, from the preceding Affidavit, and from the verbal Evidence of one of the Serveyors; to which he adds, in order to make the Proof of her Defects the ſtronger, that on her firſt ſetting out ſhe belonged to two *Jews*, who on her Return to *Dover Pier* the firſt time, ſold her to Mr. *Richard Glover*, a conſiderable Merchant of this City, who ordered her to be repaired, and actually laid out upon her 150*l.* tho' that, as it appears, was in a manner thrown away, as on her ſecond Return ſhe was condemned, broke up, and ſold in Parcels; and her Incapacity to proceed on her Voyage having been ſo apparent, from the foregoing Survey, as to induce Mr. *Glover* to deſire the Shippers to take their Goods out, and though he had got 300*l.* inſured on her, he ſeemed ſo ſenſible of the deceitful Bargain with the *Jews*, in ſelling him an old rotten Ship, that he never demanded one Farthing of the ſaid Inſurance from the Underwriters.

That the Plaintiff had no Intereſt in the Veſſel, and therefore this was only a Gaming Policy; and as it is a general Rule in all Caſes of *Intereſt or no Intereſt*, that there muſt be a total Loſs before the Inſured can recover, and the Inſurer by this Policy being free from Average, or a partial Loſs, it ſeems to be the principal Queſtion in this Caſe, whether the Ship brought into *Dover Pier*, there condemned as being rotten, divided into Lots and ſold, will be conſidered in the Agreement or Wager, as a total Loſs? And to enforce the contrary, the Defendant remarks, that there was no Loſs at Sea, no Capture, but a deliberate Act done by the Owner, upon a regular Survey, which occaſioned her being broke up, not by reaſon of the Damage ſhe had received, but from the Rottenneſs of the principal Parts of her Works.

Verdict for the Plaintiff.

The

Lane and *Caſwall* a. *Jonat. Collier*, jun. Sittings after *Hil.* Term, 1745, at *Guildhall.*

The Plaintiffs having received Orders from Mr. *John Jones*, of *Boſton* in *New-England*, to make ſome Inſurance for him on the *Repriſal*, Captain *Gowen*, and alſo on her Goods and Freight, at and from Cape *Fare* in *North Carolina*, to *Briſtol*; underneath the Policy for the Ship only, was inſerted the ſubſequent Words or Declaration, *viz. The following Inſurance is on the Ship only, valued at the Sum inſured*, on which Part the Defendant underwrote 100*l.*

The Ship ſailed from Cape *Fare*, with a Cargo of Pitch, Tar, &c. in Proſecution of her Voyage for *Briſtol*, and had got within one hundred and fifty Leagues to the Weſtward of Cape *Clear* in *Ireland*, when ſhe was attacked and taken by three *French* Ships, bound for *Newfoundland*, where they carried her and her Cargo to a *French* Port, called *Carpoon*, after having firſt taken out all her Men, and diſperſed them aboard their own Ships.

On their Arrival at the aforeſaid Port, the Captors took out all her Pitch, (being two hundred and three Barrels) ſome Tar, what Rice was aboard, &c. and after detaining her about three or four Weeks in the ſaid Port, the Captors offered Captain *Gowen* his Ship, and remaining Cargo, for 9500 Livres (about 425*l.* Sterling) which he accepted, and became the Purchaſer thereof on thoſe Terms, leaving his Son as an Hoſtage for the Payment of the Ranſom.

The Ship departed from *Carpoon* for *Briſtol*, and on her Voyage met with very bad Weather, which broke her Rudder, and was forced to put into *Appledore* in *Devonſhire* (the firſt Port they could make with Safety) where there the Captain, firſt and ſecond Mates, Boatſwain, and a Foremaſt-man, made a Proteſt on their Oaths, giving ſuch an Account as the preceding.

The Captain having purchaſed the Ship and Cargo, as before-mentioned, on his arrival at *Appledore*, applied to Mr. *Perkins* of *Briſtol*, to whom he was conſigned by *Jones* the Owner, who refuſed to pay the Ranſom Money, or have any thing to do with Ship or Cargo, and then the Captain came to *London* to the Inſurers; and thoſe on the Goods, impowered and deſired him to ſell the Cargo for what he could, in order, that if it produced more than the Ranſom, they might have the Benefit; but the Inſurers on the Ship would not intermeddle, or give any Directions about it.

The Captain returned to the Ship, and ſold that and the Cargo jointly, for above 100*l.* leſs than the Redemption Money, after deducting Charges, and he has been obliged to pay, or give Security for the Remainder to procure his Son's Liberty.

The Ship being thus taken and carried into an Enemy's Port, where ſhe was detained a conſiderable Time, and had great Part of her Cargo taken out by the Captors, and afterwards meeting with other Misfortunes, which occaſioned her producing leſs than the Ranſom Money, and conſequently to prove a total Loſs, to be made good by the Inſurer.

The preceding is a State of the Caſe, and of the Plaintiffs Demands, who think themſelves entitled to a total Loſs, as the Policy was valued; but the Defendant on the contrary, pretends, that as Part, both of the Ship and Goods were ſaved, he is entitled to an Average, and not ſubject to an entire Loſs; but

The Jury found a Verdict for the Plaintiffs.

Jenkins a. *Mackenzie*, Sittings after *Mich.* Term, 1749, at *Guildhall.*

The Plaintiff made an Inſurance in *London*, on the *Trial* Privateer, fitted out at *Briſtol* for two Calendar Months, wherever the Ship might then be on a Cruize, or in any Port or Place whatſoever or whereſoever, the ſaid Ship to be valued at *Intereſt or no Intereſt*, *free of Average, and without Benefit of Salvage.*

The ſaid Privateer being fitted for her Cruize, failed from *Briſtol* on the 29th of *May*, 1746, and ſome Days after ſhe was met by a *French* Privateer of a ſuperior Force, who attacked, and, after a brave Defence, took her.

She had been in the Enemy's Hands about eight Hours, without their removing any of her Men or Stores, when Admiral *Martin*, with his whole Fleet, appearing, retook the *Trial*; and hearing of the gallant Behaviour, both of the Captain and his Crew, they unanimouſly agreed to give up their Salvage to them, and accordingly drew up and ſigned an inſtrument for that Purpoſe; and the Admiral ordered her to be furniſhed with all Neceſſaries, and ſent a Man of War Sloop to ſee her ſafe into *Briſtol*, where ſhe arrived the latter End of *June*, being between three and four Weeks before the Inſurance expired.

Theſe Circumſtances the Plaintiff thinks, entitles him to a total Loſs, as the Voyage was overſet, and the Policy being on *Intereſt or not*, will admit of no Average.

The Defendant agrees to the laſt Aſſertion, but for that very Reaſon inſiſts, he has no Loſs to pay, as he is free from a partial one, and there can be no total one where the Ship is arrived, and as he inſiſts might have been fitted out again before the limited Term of the two Months expired, had the Owners not determined the contrary; and beſides, though the Ship was

taken, yet as ſhe was never carried *Infra Præſidia* of the Enemy, or was ſo taken as to be beyond a Poſſibility of a Re-capture; and having returned to *Briſtol*, ſo long Time before the two Months expired, as was ſufficient to refit her in, the Defendant ſuppoſes that the Neglect of the Owners, ought not to be imputed to the Underwriters, more eſpecially as ſeveral Ship-Builders attended to prove there was Time enough, as ſeveral Merchants did, to give their Opinion with Regard to the Loſs.

Verdict for the Plaintiff.

Boutflower a. *Wilmer*, Sittings after *Hill.* Term, 1747, at *Guildhall.*

The Plaintiff was Owner of the Ship *Love and Unity*, which he let out to Freight to one *Bateman Humphrys*, for a Voyage to *Liſbon* and back again, and the Freighter was by Charterparty obliged to victual and man her, which he did accordingly, putting in the Maſter and Crew, and embarking himſelf, proceeded on his Voyage, and arrived ſafe at *Liſbon*; he delivered the outward-bound Cargo, and put the Ship up for *London*, in hopes of getting a Freight home; on Advice of which, the Owner and Plaintiff got her inſured, *at and from* Liſbon *to* Graveſend, *warranted to ſail with Convoy.*

The Freighter being at *Liſbon*, meditated a Fraud, which iniquitous Scheme he perpetrated in the following Manner, *viz.* he made up Rolls of Lead about the Size of Moidores, Six and Thirties, and Three Pound Twelves, packed up, and ſealed as ſuch Monies are uſually packed up and ſealed, and made Packages likewiſe in Imitation of thoſe of Diamonds, and then ſent them on board, and took Bills of Loading from the Captain, as for real Money and Diamonds, ſent thoſe Bills of Loading home to different Merchants, and drew conſiderable Sums upon the Credit of them, as well as large Inſurances, in order, as it is ſuppoſed, to have loſt the Ship in the Voyage home, and make the Inſurers pay, as though ſuch Effects had actually been on board; but the Captain, as it is imagined, ſuſpecting ſomething of the Fraud before the Ship ſailed, opened one or more of the Packages, and diſcovered the Cheat, finding nothing but Lead and Glaſs, inſtead of Gold and Diamonds, of which he giving Information to the *Engliſh* Conſul there, the Freighter run away, and the Captain and Crew left the Ship, the Captain coming to *England.*

The Plaintiff on knowing what had occurred, by the Maſter's Arrival, immediately applied to the Inſurers, and deſired them to ſend to *Liſbon* for the Ship, or furniſh him with Money to go and fetch her; but they were of Opinion, and accordingly acquainted him ſo, that as the Ship was at the Port ſhe was inſured from, and had not proceeded on her Voyage, it was the Buſineſs of the Owner, not the Inſurers, to find Maſter and Mariners to navigate her; the Conſequence of which was, that the Ship lay there neglected till ſhe was broke to Pieces, whereupon the Plaintiff brought his Action for the Recovery of a total Loſs.

The Defendant thinks himſelf not obliged, as he preſumes the Words in the Policy, *at and from*, can only mean to give the Ship leave to ſtay at the Port a reaſonable Time to procure a Lading, and take it in, and not to lay there till ſhe rots, without attempting the Voyage, as this would be to make the Inſurer at all Events liable, ſooner or later, whereas he ſuppoſed he undertook a Riſque of two or three Months only.

But I preſume, the Underwriters would be obliged by the Barretry of the Maſter and Sailors, as I imagine the Act of Deſerting the Ship would be conſtrued, and therefore, abſtracted from all other Arguments, would on this Point only be condemned.

Verdict for the Plaintiff.

Elton a. *Brogden*, Sittings after *Hill.* Term, 1746. at *Guildhall.*

The Plaintiff in the preſent Caſe brought an Action againſt the Defendant, for an Inſurance this latter underwrote on the *Mediterranean*, at and from *Briſtol* to *Newfoundland*, the Ship valued at the Sum inſured, without further Proof of Intereſt than the Policy.

It appeared upon the Trial of this Cauſe, that the Plaintiffs, who were Merchants at *Briſtol*, were Owners of the Ship in Queſtion, and had ſent her out upon a Voyage from thence to *Newfoundland*; that ſhe carried with her a Letter of Marque, and in her Voyage met and took a *French* Ship, which ſhe brought back to *Briſtol*, that ſhe ſoon ſet out again upon the ſame Voyage, and took another Prize, which ſhe alſo returned with.

Upon the Ship's coming back, the Plaintiffs applied to the Inſurers for a Return of Part of the Premium (which was ten Guineas *per Cent.*) in regard they had not run ſo much Riſque, as if the Ship had proceeded the whole Voyage, and the Inſurers returned three *per Cent.*

A new Policy was made for the Voyage now under Conſideration, in the ſame Manner, and on the ſame Terms as the laſt, and the Ship ſet out on her Voyage, and took another Prize.——The Captain, who was the Plaintiffs only Witneſs, ſaid, their Directions to him for the preceding Voyages, were, that in caſe he took any Thing, to return with it to *Briſtol* or not, as he ſhould think proper; but in this laſt Voyage their Directions were, if he took any thing, to ſend it home by Part of the Crew, and with the other

Part

Part to proceed on the Voyage, and that he would have done ſo, but the Sailors after the Capture would not proceed on the Voyage, but would return to take care of her to *Briſtol*; and that all the Crew, except the Mate, Surgeon, and one other, were of this Mind, and ſwore if the Captain would not go back they would not touch a Rope, nor do the leaſt thing towards navigating the Ship; on which the Captain was forced to comply, and ſet his Ship homeward, as Guard or Convoy to the Prize; that in going back to *Briſtol* the *Mediterranean* was taken, though the Prize got in ſafe, and for this Loſs the Plaintiffs brought their Action.

On the Part of the Defendant, it was inſiſted that this was a Deviation for the Benefit of the Aſſureds, and that the Inſurers were therefore diſcharged.

It appeared on the Captain's Evidence, that the Plaintiffs had given a Part of all Prizes to the Captain and Ship's Crew, and that it was for the Care and Protection of this Prize, which made the Sailors inſiſt to go back with her, which was the firſt Cauſe and Ground for the Deviation, and therefore, and for that the Plaintiffs were likewiſe themſelves to be greatly benefited by the Prize, the Defendant inſiſted he ſhould not pay.

But it appearing from the Evidence of the Captain, that his Orders for this Voyage were poſitively to proceed, notwithſtanding any Capture he ſhould make, and that he would have done ſo, if he could have prevailed on the Sailors, and that his Returning was wholly owing to their Refuſal to proceed, and his Incapacity to go on without them.

My Lord Chief Juſtice and the Jury were of Opinion with the Plaintiffs, and the Jury brought in their Verdict accordingly.

Victorin a. *Cleeve*, Sittings after *Hill.* Term, 1745, at *Guildhall.*

The Plaintiff is a Merchant in *London*, who trades conſiderably to *Sweden*, and in 1744, he and another Merchant here, hired the *John and Jane*, Captain *Newark Ingram*, to go to *Gottenburgh*, and there take in ſuch Iron as ſhould be put aboard by their Agents, and bring it to *London*, their Directions to, and Agreement with the Maſter being to ſail from hence with Convoy, and when loaded at *Gottenburgh*, to join the firſt Convoy that ſhould preſent, for *England*, either there, or at *Maſterland*, or *Wingoe*; on which Goods they made Inſurance, and warranted the Ship to ſail with Convoy from *Gottenburgh* or *Wingoe*.

The Ship arrived ſafe at *Gottenburgh*, and took in the ordered Quantity of Iron, according to Agreement, and after having got on board the reſt of her Cargo, the Captain being informed that the Convoy from the *Sound*, which was the only one he could expect, would call at *Fleckery*, (an Iſland) and not at *Gottenburgh*; he departed from the latter, for the former, and the next Day put into *Maido* in *Norway*, where he ſtaid ſeven Days, and then a favourable Wind offering, he left it, and in the Evening arrived at *Fleckery*, where he lay upwards of three Weeks, when a Convoy, conſiſting of three Men of War, from the *Sound*, arrived with near a hundred Sail of Merchantmen, at about nine o'Clock in the Morning, before *Fleckery*, and ſent a Yawl in, and made Signals by firing Guns, for the Ships to come out and join them.

Captain *Ingram* made all the Haſte he could to get his Ship out, which he did one of the firſt of the fourteen that went out at that Time, it being then between eleven and twelve at Noon, and the Convoy, as near as he could gueſs, about two Leagues ahead; as ſoon as he got out, the Wind increaſed and blew hard; however, the Captain made all the Sail he could after the Convoy, and ſoon ſaw ſeveral Ships ahead, and about ſix in the Evening came up with the Fleet, and about nine was up with or near the Convoy, as he believes from the Lights, but could not get to ſpeak to her; he continued amongſt the Fleet, and about two or three o'Clock in the Morning, the Gale of Wind became more violent; however, at Day-break, he found himſelf ſtill with the Fleet, ſeveral Ships being aſtern, others ahead, and ſome on each Side of him, but it being thick and rainy Weather, and blowing very hard, he could not at any Time get an Opportunity to ſpeak to the Convoy for ſailing Orders, although he uſed his utmoſt Endeavours for that Purpoſe from the Time he left *Fleekery*,, but the Badneſs of the Weather rendered it impoſſible for a Boat to live in the Sea, or go from one Ship to another; however he proceeded, accompanying the other Veſſels in the Voyage, and the ſame Day, between one and two o'Clock at Noon, a *French* Privateer, who had lain to among the reſt of the Fleet, came up to him, and fired at him; upon which he defended himſelf, and kept a running Fight till Night, and the next Morning the Privateer renewed and continued his Firing till between twelve and one o'Clock at Noon, when the Captain's Son being killed, and the Carpenter and a Boy wounded, and the Ship very leaky, and her Rigging and Maſts very much damaged, with between three and four Feet Water in the Hold, and about forty Leagues from *Flamborough* Head, the Captain ſtruck to the Privateer, who ſent ſome of his Men on board; but finding after two or three Hours Stay, ſhe was ex-

tremely leaky, and that they could not keep her free by the Pumps from an encreaſing Water, they left her, and in all Probability ſhe ſunk ſoon after; and the Captain and all his Company, except his Son who was killed, were carried aboard the Privateer, and kept there about twenty-four Hours, and then he and his Crew, except the Carpenter and Boy which were wounded, were put on board a *Dutch* Fly-boat, where they remained fifteen Days, and were then landed at the *Texel*.

From the preceding State of the Caſe, the Plaintiff argues his Inſurance is due, as the Captain could not expect Convoy but at *Fleekery*, and made all poſſible Diſpatch to get out to it, as ſoon as he heard it was off that Place, as he did all imaginable Diligence to join it, and procure ſailing Orders; but this being rendered impracticable by the great Swell that run, he could only continue in the Fleet till a more favourable Opportunity offered for his obtaining ſuch Inſtructions, which it is probable would have occurred had he not been ſo ſoon taken.

The Defendant, in Reply, inſiſts that he is not obliged for the Loſs, as the Contents of the Policy have not been complied with, the Ship being warranted to ſail from *Gottenburgh* or *Wingoe*, with Convoy, which ſhe did not; and as ſhe went to *Fleekery*, ſhe ſhould have ſtaid there till ſome Convoy had offered, in whoſe Company ſhe might have departed, which cannot be ſaid in the preſent Caſe; as here ſhe departed in order to get under Convoy, not with it; nay, it is uncertain whether he ever ſaw it, as the Captain only ſuppoſes he did, from the Lights; beſides, here was only a Premium paid adequate to the Riſque of coming with Convoy, for had the Policy been filled up, without Convoy, the Defendant would not have underwrote her on the Terms he did.

The Jury found a Verdict for the Plaintiff.

The Plaintiff cauſed himſelf to be inſured, on the *Prince Frederick*, from *Vera Cruz* to *London*, *Intereſt or no Intereſt*, *free of Average*, *and without Benefit of Salvage*.

Spencer a. *Franco*, tried at *Guildhall* the 15th of *December*, 1736, cor. *Hardwick*.

The Ship was afterwards ſeized, by Order of the Viceroy of *Mexico*, and the *Spaniards* turned her into a Man of War, called her the *St. Philip*, and ſent her as Commodore, with a Squadron of *Spaniſh* Men of War to the *Havanna*, they having firſt taken out the *South Sea* Company's Arms, and made ſeveral Alterations in her, and there was a War between *England* and *Spain*, and *Gibraltar* was actually beſieged by the *Spaniards*.

The Defendants proved the Signing of Preliminary Articles of Peace, before the Seizure of the Ship, and therefore inſiſted, that this Seizure did not alter the Property, and conſequently the Defendants were not liable; for if the Property was not altered, this Inſurance, made by the Plaintiff, who had no Intereſt, cannot bind, as nothing comes within the Policy but a total Loſs, and though there be thoſe general Words in the Policy, *Reſtraint or Detainment by Princes*, *Hardwick* C. J. declared; 1ſt, that a War might begin without an actual Declaration by Proclamation, as in this Caſe by laying Siege to *Gibraltar*, a Garriſon Town; though there might be Depredations at Sea between Princes in Amity, for which Letters of Marque, &c. might be granted; 2dly, as a War may begin by Hoſtilities only, ſo it may end by a Ceſſation of Arms; and theſe Preliminary Articles being ſigned before the Seizure of the Ship, and there being a Ceſſation of Arms, he thought the Ship being taken afterwards, not to be a Taking by Enemies, unleſs the Jury took the Caption to begin from the Time the Arms were ſeized, which was before the Articles, and that was left to the Jury; 3dly, ſuppoſing the Ship not taken by Enemies, *Qu.* whether this Detention for near the Space of a Year, was in thoſe ſorts of Policies, *viz.* Intereſt or no Intereſt, a Detention within the Policy, or whether in ſuch Policies, the Inſurers are ever liable, but in caſe of a total Loſs; and if ſo, this Ship being afterwards reſtored, then he directed the Jury to find for the Defendant; this he ſaid depended on the Cuſtom or Uſage among Merchants, *and the Jury gave a Verdict for the Defendant*, but did not declare upon what Point; but they muſt be of Opinion, ſhe was not ſeized in Time of War, and that therefore the Policy being *Intereſt or no Intereſt*, the Aſſurers were not liable, becauſe there was no total Loſs.

In this Caſe, the Inſurance was made by one *Deſlores* for the Plaintiff, and *Deſlores* wrote his Name on the Policy, and before the Trial, it was filled up with theſe Words, *I made this for the Benefit of Spencer*, and no Date, and it was admitted the Action was well brought by *Ceſtui que Truſt*.

I have at the Beginning of this Chapter, mentioned the various Branches of Inſurance engaged in by our Underwriters, and ſhall only ſubjoin to what I have ſaid about them, the Copy of a Policy on Goods, (thoſe on Ship and Goods, or Ship only, and this again either outwards or homewards, or out and home, or to one certain Port, only differing in the aforeſaid Circumſtances) and one on Lives, as theſe I hope will be thought ſufficient.

IN

IN the Name of God, *Amen.*
as well in his own Name, as for and in the Name and Names of all and every other Perſon or Perſons to whom the ſame doth, may, or ſhall appertain, in Part or in all, doth make Aſſurance, and cauſeth himſelf and them, and every of them, to be inſured, loſt or not loſt,

upon any Kind of Goods and Merchandizes whatſoever, loaden or to be loaden aboard the good Ship or Veſſel, called the
whereof is Maſter, under God, for this preſent Voyage,
or whoſoever elſe ſhall go for Maſter in the ſaid Ship, or by whatſoever other Name or Names the ſame Ship, or the Maſter thereof, is or ſhall be named or called; beginning the Adventure upon the ſaid Goods and Merchandizes, from and immediately following the Loading thereof aboard the ſaid Ship
and ſo ſhall continue and endure, until the ſaid Ship, with the ſaid Goods and Merchandizes whatſoever, ſhall be arrived at
and the ſame there ſafely landed; and it ſhall be lawful for the ſaid Ship, in this Voyage, to ſtop and ſtay at any Ports or Places whatſoever
without Prejudice to this Inſurance; the ſaid Goods and Merchandizes, by Agreement, are and ſhall be valued at
without further Account to be given by the Aſſured for the ſame. Touching the Adventures and Perils which we the Aſſurers are contented to bear, and do take upon us in this Voyage; they are of the Seas, Men of War, Fire, Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of Mart and Counter Mart, Surpriſals, Takings at Sea, Arreſt, Reſtraints and Detainments of all Kings, Princes and People, of what Nation, Condition or Quality ſoever; Barretry of the Maſter and Mariners, and of all other Perils, Loſſes and Misfortunes that have or ſhall come to the Hurt, Detriment, or Damage of the ſaid Goods and Merchandizes, or any Part thereof. And in caſe of any Loſs or Misfortune, it ſhall be lawful to the Aſſured, their Factors, Servants and Aſſigns to ſue, labour and travel for, in and about the Defence, Safeguard and Recovery of the ſaid Goods and Merchandizes, or any Part thereof, without Prejudice to this Inſurance; to the Charges whereof we the Aſſurers will contribute each one according to the Rate and Quantity of his Sum herein aſſured. And it is agreed by us the Inſurers, that this Writing or Policy of Aſſurance ſhall be of as much Force and Effect as the ſureſt Writing or Policy of Aſſurance heretofore made in *Lombard-ſtreet*, or in the *Royal-Exchange*, or elſewhere in *London*. And ſo we the Aſſurers are contented, and do hereby promiſe and bind ourſelves, each one for his own Part, our Heirs, Executors and Goods to the Aſſured, their Executors, Adminiſtrators and Aſſigns, for the true Performance of the Premiſes, confeſſing ourſelves paid the Conſideration due unto us for this Aſſurance by the Aſſured
at and after the Rate of *per Cent.* And in Caſe of Loſs (which God forbid) the Aſſureds to abate Pounds *per Cent.*

In Witneſs *whereof, we the Aſſurers have ſubſcribed our Names and Sums aſſured in* London.

Life Policy, No. 1249.

By the Governor and Company of the London Aſſurance *of Houſes and Goods from Fire.*

IN the Name of God, *Amen. A. B.* of *London*, doth make Aſſurance, and cauſeth himſelf to be aſſured upon his own natural Life, with leave to go and reſide in *France*, aged fifty Years, for and during the Term and Space of twelve Calendar Months, to commence this 6th Day of *April*, in the Year of our Lord, 1749, and fully to be compleat and ended; and it is declared, that this Aſſurance is made to, and for the Uſe, Benefit, and Security of the ſaid *A. B.* his Executors, Adminiſtrators, and Aſſigns, in caſe of the Death of the ſaid *A. B.* within the Time aforeſaid, which the above Governor and Company do allow to be a good and ſufficient Ground, and Inducement for the making this Aſſurance, and do agree that the Life of him the ſaid *A. B.* is and ſhall be rated and valued at the Sum aſſured, without any farther Account to be given to them for the ſame; the ſaid Governor and Company therefore, for and in Conſideration of 7*l.* 7*s. per Cent.* to them paid, do aſſure, aſſume, and promiſe, that he, the ſaid *A. B.* ſhall, by the Permiſſion of Almighty God, live and continue in this natural Life for and during the ſaid Term and Space of twelve Calendar Months, to commence as aforeſaid; or in Default thereof, that is to ſay, in caſe he, the ſaid *A. B.* ſhall in, or during the ſaid Time, and before the full End and Expiration thereof, happen to die, or deceaſe out of this World, by any Ways or Means whatſoever, that then the abovesaid Governor and Company will well and truly ſatisfy, content and pay unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the Sum or Sums of Money by them aſſured, and here underwritten, abating 2*l. per Cent.* hereby promiſing and binding themſelves and their Succeſſors, to the Aſſured, his Executors, Adminiſtrators, and Aſſigns, for the true Performance

Performance of the Premiſes, confeſſing themſelves paid the Conſideration due unto them for this Aſſurance by the Aſſured. *Provided always*, and it is hereby declared, to be the true Intent and Meaning of this Aſſurance, and this Policy is accepted by the ſaid *A. B.* upon Condition that the ſame ſhall be utterly void and of no Effect, in caſe the ſaid *A. B.* ſhall exceed the Age of fifty Years, or ſhall voluntarily go to Sea, or into the Wars by Sea or Land, without Licence in Writing firſt had or obtained for his ſo doing, any thing in theſe Preſents to the contrary hereof in any wiſe notwithſtanding. In Witneſs whereof, the ſaid Governor and Company have cauſed their Common Seal to be hereunto affixed, and the Sum or Sums by them aſſured, to be here underwritten, at their Office in *London*, this 6th Day of *April*, in the Twenty-ſecond Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great-Britain*, *France*, and *Ireland*, King, Defender of the Faith, *&c. Annoque Dom.* 1749.

The ſaid Governor and Company are content with this Aſſurance for Three Hundred Pounds.

By Order of the Court of Directors,

Jo. Sedgwick.

I have now complied with my Promiſe concerning *Engliſh* Inſurance, by reciting the Acts relating to it, and giving a Detail of the principal Caſes and Diſputes that have happened therein; and I ſhould have been glad I could have done it with that Regularity, (I mean in Point of Time) my Wiſhes and Endeavours aimed at; but as the Aſſiſtance afforded me herein was a Matter of Favour, I could only expect the conferring it, when the Leiſure of thoſe Gentlemen, who generouſly furniſhed me with the ſeveral different Minutes of the before-mentioned Trials, would permit; but this not occurring, ſo as to leave Room for my placing them as they happened, I hope my Reader will forgive this ſmall Irregularity, as it was unavoidable, and take the Trouble to place them right in his Reading; and in Confidence of this Indulgence, I ſhall only remark what ſeveral may be ignorant of, *viz.* that an Inſurer is never obliged for more than ninety-eight *per Cent.* except by a new Contract or Commiſſion to the Aſſured, he may occaſionally be brought into Charges which may exceed the original Obligation; and proceed to fulfil the Remainder of my Propoſal, by treating of the Inſurances made in *France* and *Holland*, as the only Countries where any thing conſiderable is tranſacted in this Species of Buſineſs, out of our own, and ſhall begin with the latter, as ſuperior to the other in Point of Trade, tho' greatly its inferior in Grandeur and Power.

It is generally believed, and by many affirmed, that more Inſurances are made at *Amſterdam* than with us, or indeed in any other Part of the World; their extenſive Commerce by Sea, and the extraordinary Number of Veſſels continually ſailing from thence, naturally occaſions many to follow the Practice of Inſuring; but what has yet augmented this Buſineſs, and multiplied the Policies of Inſurance almoſt to infinity, has been that Honour and Integrity with which their Underwriters were formerly characterized, as their Policies were then only ſubſcribed by Men of large Fortunes; but whether great Loſſes, or a Subſiding of that Courage, before ſo conſpicuous in that ſmall Number of the Rich, then conſtituting the Body of Underwriters, (for Mr. *Savary* and Mr. *Ricard* ſay, they did not exceed fifty or ſixty) occaſioned their withdrawing from Buſineſs, I ſhall not pretend to determine; but it is certain their Number during the late War was greatly increaſed, and their Chicaneries at leaſt equal to thoſe of their Neighbours and Contemporaries; and had they not admitted Buſineſs on worſe Terms than here, that is, at lower Premiums, there would not have been that Recourſe to their City, as the many Failures among their Inſurers plainly demonſtrated they had changed their Set, and that many of leſs Credit and Fortune were admitted to ſubſcribe, than the wealthy few above-mentioned.

The firſt Ordinance in that City, which regulated the Policies of Inſurance, was about the End of the ſixteenth Century; it was originally digeſted into thirty-ſix Articles, but many of theſe have ſince been reformed, new modelled, or explained by twelve ſubſequent Ordinances, of which the principal ones are thoſe of the Years 1600, 1601, 1606, 1607, 1614, 1626, and 1688, and it is by this laſt, that the Policies of Inſurance may be ſaid to remain fixed, tho' ſome few Alterations have been made ſince.

But Monſ. *Jean Pierre Ricard*, in his Book *Le Negoce d' Amſterdam*, having given an Account of the Articles made at the ſeveral Times above-mentioned, with his Remarks on them; I ſhall tranſlate as much of them as I judge may be worth my Reader's Regard, and in doing it ſhall follow the Author's Method.

P. 250, to 274.

N°. I.

N°. I.

1ſt Article, "Declares, all Contracts of Inſu- "rance null and void, which are made in this City "contrary to Law, by any Stipulations, Conditions, "or Words they ſhall contain."

Remark. This Article is not always ſtrictly followed, for many Inſurances are made which are not exactly conformable to the Ordinance, and others directly contrary to it, as will be ſeen in the following Remarks; but when this happens, a Clauſe ſhould be inſerted in the Policy, by which the Inſurers expreſsly renounce all the Laws, Ordinances, and Placarts, which are againſt ſuch an Inſurance; and in caſe of a Loſs, and that the Inſurers will not ſettle it amicably, the Aſſured may cite them before the Sheriffs, or the Court of *Holland*, to bring them to Reaſon, and not before the Chamber of Aſſurances, becauſe the Renunciation made by the Inſurers includes an Excluſion from this Court, which can only determine in Conformity with the Ordinance.

2d Article, "Prohibits the making Inſurance on "Goods for more than $\frac{9}{10}$ of their clear Coſt "aboard, when it does not exceed 12000 Guilders, "but permits the Surplus of that Sum to be inſured, "provided the Aſſured runs the Riſque of the $\frac{1}{10}$ of "the 12000 Guilders.

Remark. This Article is very rarely obſerved, and there is hardly any one Policy which does not contain theſe Words, *and the Aſſured may cauſe himſelf to be inſured the whole, without riſking the Tenth, we taking on us the entire Value even with the Præmium included*; and I do not ſee what Occaſion the Aſſured has to run a Riſk of the Tenth, as the Difference of 1200 Guilders on an Inſurance of 30 or 40000 is but trifling to the Underwriters; however, notwithſtanding it is ſo inſerted in the Policy, that the whole is inſured, yet if the Inſurer diſputes Payment in caſe of a Loſs, and is cited before the Commiſſioners, they will have no Regard to this Clauſe, but on finding that the Aſſured has not run the Riſque of the Tenth of the 12000 Guilders, they will make him run it, by obliging him to return the Premium of what exceeds the Tenth, or by adding it to that Part of the Loſs, which the Aſſured ought to bear.

3d Article ordains, "That the Policies contain "the Name of the Ship and of the Captain, that "of the Places where ſhe is to load, and go to, "under Penalty of the Policy's being void, if the "Fault is in the Aſſured; but if it comes from "the Broker he ſhall be anſwerable for it."

Remark. It is very neceſſary to obſerve this Article, in all its Contents, very nicely, becauſe, that beſides that the Aſſured have an Opening to deceive the Inſurers, by wilfully omitting the Name of Ship or Maſter in the Policy, many Diſputes may happen, and that the Underwriters may, by having already inſured a very large Sum on the ſame Ship, be rendered ſcrupulous of ſigning ſuch Policies.

However, there are Caſes, where it is impoſſible to know upon what Veſſel there will be an Intereſt, by reaſon of the Diſtance of the Place from whence Goods and Effects are expected; as for Example, from *Curaçao*, *Surinam*, *Archangel*, or other remote Parts, from whence Effects, and the Advice of their Loading, are frequently received together; and as it would be very hard for a Merchant who expects Effects from thoſe Parts, to find that he is unable to get himſelf inſured, only for Want of the Name of the Ship and Captain, it may be remedied by inſerting in the Policy, that the Inſurance is on Goods, to be loaded by *ſuch a one*, on one of the firſt Ships that ſhall come from thence.

The *Spaniards* frequently get inſured at *Amſterdam*, on any Veſſel or Veſſels, which have loaded Goods at *La Vera Cruz*, or elſewhere, in the *Spaniſh Weſt-Indies* to their Addreſs; but there is found ſuch Deceit in theſe Contracts, by the concerned ſending falſe Declarations, that they had not received any thing upon any Ship of the *Flota* or *Flotilla* when they had, and returning the Premium, as has made the greateſt Part of the Inſurers reſolve not to underwrite to thoſe Gentlemen, but on Condition to make no Returns, although the Aſſured ſhould have no Intereſt in the Fleet.

4th Article ordains, "That the Inſurance on "Goods ſhall begin from the Moment they are "brought on the Kay, to be carried on board the "Ship deſtined to tranſport them, and ſhall endure "till they are arrived at the Place of their Con- "ſignment, and are unloaded in Safety, and free "from Damage."

Remark. There are ſome who imagine they have no Right to be inſured till the Goods are loaded, and Bills of Loading ſigned; and others, who receiving Advice from abroad, of Freight being taken on a Ship and Captain named, believe they ought not to inſure, till they receive Advice of the Departure of the Ship, or at leaſt till they have got the Bill of Lading and Invoice, in which they greatly err; for beſides that the Policy expreſſes, *on Goods loaden or to be loaden*, the Article before mentioned ſeems to ſuppoſe the Inſurance made before the Embarking; but it is not to be imagined, that if the Merchandize has ſuffered in going on board, and is afterwards inſured, that the Inſurer is obliged to pay the Damage,

mage, on Pretext that it is ſaid in the Policy, *that the Inſurance ſhall commence from the Moment that the Goods are upon the Kay*, &c. This would be very unjuſt, therefore it ought to be underſtood only, when the Aſſurance is made before the Goods are taken out of the Warehouſe, or before they are ſent aboard; for beſides the Riſque which the Aſſured runs in ſhipping them, (which is greater in ſome Places than others) he likewiſe expoſes himſelf to pay a higher Premium than if he had inſured ſooner, becauſe the more Inſurances there are made on a Ship, the higher Premiums the Inſurers demand; and it is farther to be remarked on this Article, *that although the Riſque is not finiſhed till the Goods are unloaden and ſafe*, that as at *Amſterdam*, they are frequently left in the Lighters for five or ſix Days or more, the Inſurers are not obliged for any Damage that may happen to them, only for the firſt Day.

5th Article ſays, "That if in a Year and a Day, "after the Inſurance made, or after the Ship's "Departure, if it is for any Part of *Europe* or *Barbary*, there is no News of her at the Place from "whence ſhe ſailed, nor at that ſhe was bound to, "ſhe ſhall be eſteemed as loſt, and the Aſſured may demand Payment from the Inſurers in three Months; "but for Places more diſtant, the Term ſhall be "that of two Years."

Remark. It too often happens that Ships founder at Sea, ſo that no Perſon eſcapes to tell the Story, and our Underwriters do not poſtpone Payment according to the Preceding Terms, as this would oblige them to a total Loſs, that is, *Cent. per Cent.* but in order to leſſen it ſomething, when they ſee the Aſſured has no Advice of the Ship, and when ſhe ſtays two or three Times longer than ſhe ſhould, ſo that there is no room to ſuppoſe her ſafe, they themſelves endeavour to agree with the Aſſured, and commonly pay ninety-ſix *per Cent.* on ſuch Occaſions.

6th Article declares, "Thoſe Aſſurances to be "null and invalid, which are made three Months "after the Departure of the Ships deſtined for the "Coaſts of *Europe*, *Barbary*, and the adjacent Parts, "or thoſe made in ſix Months after the Ship's Departure for more diſtant Places, if the Aſſured "does not advertiſe the Inſurers thereof, and if he "does not get himſelf inſured, on good and bad "News, that is, loſt or not loſt."

Remark. That as the Articles 20 and 21, have an Affinity with the foregoing, I ſhall remark on them all together.

20th Article imports, "That it is permitted to "inſure Ships, Merchandiſe, and Effects, that are "loſt, pillag'd, or damaged, even after the Loſs, "*&c.* has happened, provided that the Aſſured has "no Advice of the Loſs, *&c.*

21ſt Article ſays, "That the Aſſured ſhall be "ſuppoſed to have known of the Loſs, *&c.* if he "has omitted to make Inſurance, till after he can "have received Advice either by Sea or Land, counting three Leagues of Way, or two Hours of Time; "and that then the Inſurance ſhall be void, notwithſtanding (or maugre) all the Proofs of Ignorance "the Aſſured may be able to give; unleſs he is inſured on good and bad News, and that he can "ſwear that when he made the Inſurance, he had "not the leaſt Account of the Loſs, *&c.*"

Remark. By theſe three Articles, which ſeem to be made in Favour of the Inſurers, they are notwithſtanding expoſed ſometimes to the Cheats of People, who make no Conſcience of a falſe Oath, provided it brings Gain, and therefore the Inſurers ſeldom underwrite in theſe Caſes to unknown Perſons, or at leaſt in Prudence they ſhould not; and what may be gathered from the ſaid third Article, is, that the Ignorance of the Aſſured, in regard of the Ship, or touching the good or bad Advices concerning her, are the two only Conditions which can render the Inſurance valid, and therefore the Oath is very neceſſarily ordained in theſe Caſes; for what would be more unjuſt, than to inſure a Thing known to be loſt, which could never enter the Thoughts of an honeſt Man; but as theſe Articles permit an Inſurance to be made, whilſt the Loſs, Pillage, or Damage remains unknown, conſequently it may be done on a Veſſel ſuſpected to be loſt after a Storm, or feared to be taken by an Enemy, from ſome confuſed flying Reports about her, though without learning any thing certain; *for Example*, ſuppoſe a Storm to happen, with many Ships in the *Texel*, and that ſeveral of them were ſeen to drive, and among others, ſuch and ſuch a one, and that it is feared they may be loſt; in which Caſe, the Concerned, knowing that there will at leaſt be large Averages, and that there is room to ſuſpect a total Loſs, if no Advice is received in two or three Days; yet as this is uncertain, and cannot poſſibly be known, the intereſted Perſon may make Inſurance, if he can find thoſe that will underwrite, after the Advices abovementioned, on Payment of a Premium proportionable to the Riſque: It is the ſame with reſpect to a Ship which is ſaid to be taken by the Enemy, though the Report is unconfirmed, and all other ſimilar Caſes, in which the Inſurance will ſtand good, *provided* it is inſerted in the Policy, the laſt News there was of the Veſſel, and

and that the Inſurance is upon good and bad Advices, of which the Aſſured can ſwear that he knows of no others at the Time of making the ſaid Inſurance.

7th Article declares, " that the Inſurance ſhall be " null, if the Aſſured makes his Ship to touch at any " other Ports than thoſe mentioned in the Policy; " but if this is done by the Maſter, either thro' Choice " or Neceſſity, without the Aſſured's Order, it ſhall " not hurt the Inſurance."

Remark. This Article, though ſo very clear as to explain itſelf, is notwithſtanding very often the Occaſion of many Diſputes between the Aſſurers and Aſſured; the former endeavouring to make the firſt Part of it ſerve as a juſt Plea for Nonpayment of a Loſs or Average happening in any Port not mentioned in the Policy, if a Declaration of the Captain and Crew is not very expreſs, that he was obliged to go into it through Neceſſity; in which Caſe the Inſurers have nothing to reply, becauſe the Affidavit of the Maſter and his Men is credited, and the Underwriters are condemned without the leaſt Difficulty; but as it frequently happens that a Ship goes into ſome Port by Order of the Owner, or principal Freighter, unknown to the other Loaders, it is very important to remark the Senſe of this Article, and to diſtinguiſh him who knew that the Veſſel would touch at certain Ports, from him who loaded only for one, and did not know that ſhe was to call at others: *For Example,* Ships are daily ſet up at *Amſterdam* for *Bourdeaux,* and the Merchants load aboard them, without enquiring or imagining that they are to ſtay at any Place by the Way, and make their Inſurances directly for that Place; nevertheleſs it happens that ſome one has a conſiderable Parcel of Goods to ſhip for *Rochelle,* and not finding a Ship ready to depart for that Port, he agrees with the Maſter loading for *Bourdeaux,* to take his Goods for *Rochelle,* and obliges him to deliver them before he proceeds to *Bourdeaux*; if this is tranſacted without the Knowledge of him who makes Inſurance for *Bourdeaux* only, and any Miſchance happens to the Ship at *Rochelle,* this ſhall not occaſion a Nullity in the Policy of him who was ignorant that the Veſſel muſt call at the latter, but there will be one in the Policy of an Owner of ſuch a Ship, who has got Inſurance made on her directly for *Bourdeaux*; becauſe, according to this Article, *he could not direct her going into any other Port, but that mentioned in the Policy,* and that it is ſuppoſed he knew, when he made his Aſſurance, that the Ship was to touch at *Rochelle*; for if he did not know it till after his Policy was ſigned, he ought to have got a Clauſe inſerted therein, that the Ship ſhould have Liberty to call there.

It every Day happens, that Veſſels which are loading for *Marſeilles, Genoa,* and *Leghorn,* take in Goods for *Cadiz, Seville, Barcelona,* and other Ports in their Way, without its being known to thoſe who ſhipped for the firſt three Places, and who only got their Intereſt inſured to that one of them, where the Merchandiſe went conſigned, without inſerting in the Policy, a Liberty for the Ship to touch by the Way at the aforeſaid Ports; and the Inſurers do not uſe to make any Diſpute about it, with the Shippers who were ignorant of it, becauſe they know well enough that it is cuſtomary for ſuch Ships to take in Merchandiſe for different Places; but an Owner who inſures, *for Example,* from *Amſterdam* to *Leghorn,* without putting in the Policy, that the Ship *may touch at, or go into all Ports that are in her Route,* his Inſurance ſhall be diſcharged, if the Veſſel is loſt in any one of the Ports in which ſhe ſhall have entered, *&c.*

8th Article, " Limits the Aſſured to ſix Months for " abandoning any Ship or Effects to the Inſurers, " which ſome foreign Power has ſtopped and retains, " when the Retention is on the Coaſts, or within the " Limits of *Europe* or *Barbary*; and one Year if it is " in any more remote Place, counting from the Day " that the Brokers ſhall have advertiſed the Inſurers " thereof, by Directions from the Aſſured; and it per- " mits theſe latter, within the Times ſo limited, to " take their Precautions againſt the Underwriters, " by Securities, Pawns, or otherwiſe, as they ſhall " think proper, permitting them beſides, or their " Agents, to load the Merchandiſe reclaimed and re- " leaſed, upon other Ships, to be carried to the Place " they were deſigned for; and if the Aſſured omit it, " the Inſurers may do it; in which Caſe, theſe latter " ſhall only be obliged to defray the Expence of Load- " ing and Freight, and to pay for any Damage the " Goods may have ſuffered during their Embargo.

9th Article, makes an Exception in the before-mentioned Time, in reſpect of periſhable Commodities, ſuch as Wines, Fruits, Grains, *&c.* in regard of which, " The Aſſured ſhall not be obliged to " wait the Expiration of the ſaid ſix Months, but " may endeavour to obtain their Releaſe in the Man- " ner he deems beſt, though he muſt make the Inſurers " acquainted with the Condition the Merchandiſe is " in."

Remark. In the two preceding Caſes of a Detention or Arreſt, the Inſurers leave the Care of Reclaiming what ſhall be ſo ſtopped to the Aſſured; but theſe ſhould not fail to be well and duly authorized by the Inſurers, which Authorization is invalid, except made by the *Huiſſier* (an Officer) of the Chamber of Inſurances; and therefore it imports the Aſſured not

to neglect having it made by him that may effectually ſerve them, in caſe the Inſurers ſhould make any Wrangling about the Charges of Reclaiming, *&c.* as theſe commonly are exorbitant, and frequently occaſion great Diſputes; to avoid which, the Aſſured ſhould abſolutely do nothing without the Conſent of the Underwriters; and when the Sum is pretty heavy, it will be adviſeable to engage one or two of them to act in Conſort with the Aſſured, at leaſt in obtaining the Releaſement of the embargoed Effects.

If the Merchandiſes reclaimed are releaſed, and loaded on ſome other Ship, in order to finiſh the Voyage, the Aſſured ſhould not fail to make the Inſurers declare it by a Clauſe at the Bottom of the Policy, by which they acknowledge to be adviſed that the Ship, upon which the Merchandiſe inſured was loaden, having been embargoed, it was ſhipped on board ſuch other Veſſel, and that they continued the ſame Riſque, as they run on the firſt Ship, to their deſtined Port.

10th Article, " prohibits the making Inſurance on " the Body of the Ship, Guns, and warlike Stores, " for above two thirds of their Value, and to inſure " in any Manner whatſoever, the Freight, Stores, " Powder, Balls, Victuals, or ſuch like conſumable " Things."

Remark. This Article was too burthenſome to Owners of Ships, in obliging them not to inſure above 24000 Guilders, upon an Intereſt of more than 35, or 36000; ſo that their Riſques were reduced to an eighth Part of the Value of Ships, by the firſt Article of the Ordinance of the 26th of *January*, 1693, as will be ſeen hereafter.

11th Article, " prohibits Maſters of Ships, Mates, " Sailors, Men at Arms, and all others, who ſerve " aboard, to inſure their Salaries, or any thing " that belongs to them, except they have Goods " with them above the Import of their Wages."

Remark. This Article is founded on ſubſtantial Reaſons, of which the principal is, as I imagine, that as the Owners are not obliged to pay the Mariners after loſing their Ship, theſe latter commonly endeavour all they can to ſave her, when in Danger, in order to ſecure their Pay; and it is certain, that they would not act on ſuch Occaſions with ſo much Warmth, if their Wages were inſured.

12th and 13th Articles, " Limit the Time in which " the Aſſured are obliged to bring their Action of " Damage or Average againſt the Inſurers, *viz.* a " Year and a half, if the Loſs or Damage has happened on the Coaſts of *Europe* or *Barbary*, and in " three Years, if it has happened in more diſtant Regions; to be reckoned from the Time of the Ship's " entire Diſcharge, or from the Time in which the " Loſs has happened."

Remark. The Caſe very ſeldom happens, that the Aſſured wait ſo long a Time to demand their Loſs of Average from the Inſurers, or at leaſt to let them know that they have one to ſettle, which is ſufficient for commencing an Action againſt them, in caſe of Refuſal, even when they cannot know till a long Time after, what the ſaid Loſs or Average will amount to.

14th Article, " ſays, that all the preceding Orders " are to be underſtood, for Aſſurances made on every " Thing that goes by Sea, *&c.*

15th Article, " regards the Inſurances made on " Goods, carried by Land, or Rivers, the which the " Merchants may contract among themſelves, as " they ſhall think proper, except that the Aſſured " ſhall run the Riſque of the $\frac{1}{10}$, as in the Second " Article of this Ordinance, and that the Carters or " Waggoners ſhall not inſure above half the Value " of their Carts, Waggons or Horſes, and nothing of " their Wages.

Remark. There are very few of theſe Sorts of Inſurances made at *Amſterdam*, therefore I ſhall not ſtay to make any Obſervations on this, or the ſubſequent Article 16, which is only " to allow the Aſſured a " Year's Time to demand from the Inſurers the Recovery of the Loſs or Average, which has happened to the Goods, going by Land or River."

17th Article Ordains, " that if Inſurance is made " upon Grains, Fruits, Wines, Oils, Salt, Herrings, " Sugar, Quickſilver, Tallow, Butter, Cheeſe, Hops, " Syrup, Honey, Seeds round or flat, and ſuch like " Things as are ſubject to Corruption, upon Ammunition, and upon Silver coined and uncoined; " they ſhall be ſpecified in the Policy, upon Penalty " of its being otherwiſe null and void."

Remark. The Alteration of this Article will be ſeen in what follows, at Number 3.

18th Article, " permits the contracting Parties in " Aſſurances, to make them before Notaries, Regiſters, or other publick Officers, or by private " Notes of particular Perſons, or before creditable " Witneſſes."

Remark. As this Ordinance was made on the 31ſt of *January* 1598, it appears that but few Inſurances were made then, as they were permitted to be under a private Firm, and upon common Paper; but the Number of them having conſiderably increaſed ſince that Time, it was neceſſary (as will be ſeen in the Sequel) to ordain a ſet Form, and to have it marked by the Secretary of the Chamber. For a long Time all Sorts of Policies were drawn up indifferently, under the

the twelve Stiver Seals; but by the Regulation made by the States of *Holland* and *Weſt-Friſe*, upon the *Duty* of the ſmall Seal, of the 28th of *Auguſt*, 1716, in the 58th Article, " it is ordained, that all the Poli-" cies, for Sums under 500 Guilders, ſhall for the " future be made under the twelve Stiver Seals; thoſe " of 500 Guilders, and leſs than 10,000, under " the twenty-four Stiver Seals; and thoſe of 10,000, " and upwards, under the forty-eight Stiver Seals.'

But as it would be imprudent in the Brokers to hazard a ſealed Policy, when their Employers order them to get a Sum inſured at a limited Price, or on ſuch Conditions as they doubt will not be complied with, they have ſmall Policies on common Paper, which they often get the Underwriters to ſign, and afterwards to transfer their Firms to ſuch as are ordained by Law,. when the Inſurance is compleated.

19th Article, " orders all thoſe concerned in Po-" licies, to make them out according to the Ordi-" nance, and to keep a Copy, *Verbatim*, of all the " Hand-writing therein."

Remark. This is ſo much the more neceſſary, as the Aſſured may happen to tear, or loſe a Policy, or that ſome Knave, who has got himſelf inſured, may alter ſomething therein to his Benefit, and Diſadvantage of the Inſurers; in which Caſe, and in other ſimilar ones, the Copy which the Broker keeps, may ſerve for a Proof and Teſtimonial.

I have already ſpoke of the Articles 20 and 21, under the 6th.

22d Article, " Permits the Aſſured to demand a " Return of Premium from the Inſurers leſs ½ *per* " *Cent.* if he does not load the Goods, or thoſe are " not ſhipped for him, on which the Inſurance was " made, or if he has inſured more than the Value " of the Merchandiſe he has ſhipped, or is ſhipped " for him."

Remark. When a Return of Premium is demanded, it ſhould be done as ſoon as poſſible, to remove all Suſpicion from the Inſurers, of an Intention to cheat them in caſe of Damage; and if an Inſurance is made on a Ship coming from a diſtant Port, in the Expectation of having ſome Goods by her, which on her Arrival, is found to be otherwiſe, the Aſſured ſhould ſhew the Underwriters, when he demands the Return, the Letters he may have received, with the Advice that his Correſpondents could not ſend him any thing by that Occaſion; or at leaſt a Declaration from the Captain, atteſting, that he brought nothing for the Aſſured; for without this, he will not be unlike thoſe People, who finding their Merchandiſe ſafe arrived, are ſo diſhoneſt, as to affirm they had nothing aboard in order to procure a Return.

23d Article, " ordains, that the laſt Underwriters " ſhall participate in the Inſurance, as much as the " firſt, either in Profit or Loſs."

Remark. With regard to Profit or Loſs, one Inſurer may have more than another in the ſame Inſurance; for when a very large Sum is to be inſured, and a good Part of it is done at a certain Price; *for Example*, at three *per Cent.* but a Sufficiency to complete it is not to be obtained on theſe Terms, the Premium is raiſed to four *per Cent.* in which Caſe the laſt Underwriters gain one *per Cent.* more than the firſt, if the Adventure arrives ſafe, and loſe one *per Cent.* leſs than the others, in caſe it does not; but it is not in this Reſpect, that this Article is to be underſtood, for it only ordains, that each Inſurer ſhall partake of the Profit or Loſs, in Proportion to the Sum he has ſigned for, *viz.* if one Inſurer, who has underwrote at three *per Cent.* gains the Premium, he that has underwrote for four or five *per Cent.* gains it alſo; and if he that has ſigned for three *per Cent.* pays fifty or ſixty *per Cent.* Loſs or Average, he that has by his Firm obtained four or five *per Cent.* ſhall pay neither leſs nor more than the other.

24th Article, " Orders, upon Pain of Nullity, " not to make inſurance upon the Life of any one, " nor upon any Wager of a Voyage, nor any ſuch In-" ventions."

Remark. As there is no Point of Practice, or Subtlety in the World, either to gain or preſerve Money, which has not been found out or invented at *Amſterdam*; this Article is not always religiouſly obſerved, and there are People, who, having a Poſt, which, for Example, may bring them in 3000 Guilders *per Ann.* get that Sum inſured on their Life for a certain Number of Years, that if they die, their Family may enjoy the Revenue, for the Remainder of the Term inſured; but theſe are very ticklish Inſurances.

25th Article imports, " That the Aſſured having " abandoned in Form to the Inſurers, theſe latter " ſhall have three Months Time allowed to pay the " Sum they have underwrote for.

Remark. The Inſurers are obliged to pay the Sum inſured, *entire*, without any Deduction, in caſe they take the above-mentioned three Months to do it in; but the common Cuſtom is, for them to have two *per Cent.* abated in caſe of prompt Payment on Loſſes well proved, for if the Proofs are inſufficient, the Inſurers endeavour to take Advantage of this Circumſtance, to pay as little as poſſible, and the Aſſured muſt get as much as they can, or wait till they have procured Proofs of the Loſs, in all the Forms by Law required.

26th Article, "Says, that if the groſs Average does "not exceed one *per Cent.* the Inſurers ſhall not be "obliged to pay it."

Remark. Averages of two or three *per Cent.* happen ſo often, that the Inſurers find no Advantage in this Article, and therefore they have for a long Time agreed to ſign no Policy, which does not free them from any Average under three *per Cent.* as alſo to be free from the Expence of *Jours de Planche*, (which are thoſe Days a Ship is to lie by Cuſtom or Charterparty, more than what is neceſſary to load or unload her Cargo) and as they are frequently obliged to pay Averages upon Wools, Flax, and Hemp, they have for ſome Years paſt agreed among themſelves, not to inſure on theſe three Sorts of Merchandize, except free of Average, under ten *per Cent.*

Nevertheleſs, when the Inſurers are ſued, the Commiſſioners of the Chamber have no Regard to theſe Clauſes, but condemn the Underwriters to pay all Averages that exceed the one *per Cent.* in Conformity with the Ordinance.

27th Article, "Frees the Inſurers from paying the "Damage or Loſs, upon Things that corrupt and "ſpoil from their own imperfect Nature, when ſome "foreign Cauſe or Miſchance has not contributed "to it."

Remark. If the Grain, Fruits, or other ſuch Merchandiſe, happen to heat, or the Wine, Brandy, Oils, and other Liquors, are ſpilt and leaked, without any Thing's contributing to it, the Damage is the Aſſured's; but if it is occaſioned by the Sea-Water in a Storm, or by a Shock of the Ship againſt ſome Bank of Sand, or any ſimilar Cauſe, the Damage is for the Inſurer's Account.

28th Article, "Obliges the Aſſured to advertiſe "the Inſurers of the Advices they receive, of the "Miſchances, Embargoes, and Damages, which "happen to the Ships or Effects inſured, and that "the Brokers, or other publick Perſons, do make Mi- "nutes of ſuch Advertiſements."

Remark. The Aſſured are ſo much the more obliged to give this Notice to their Inſurers, as it is they who muſt pay the Damage, in caſe of a Diſaſter; and if the Aſſured does the leaſt Thing unknown to the Underwriters, and without their Conſent or Authority, and that what the Aſſured ſhall have done to prevent a greater Ill, turns out the Reverſe of what he expected, there are many Caſes in which the Inſurers would not be obliged for the Damage, and others in which they may have room to wrangle a great deal, to leſſen their Loſs.

29th Article, "Imports, that this Ordinance ought "to be underſtood generally, for all the Inſurances "which ſhall be made in this City, as well by the "Subjects of this Country as by Strangers, and upon "all Sorts of Merchandize and Effects, going and "coming both by Sea and Land; and if they are con- "trary to the Ordinance, they ſhall be null and in- "valid, as is mentioned in the firſt Article."

Remark. I have already obſerved on the firſt Article, that many Inſurances were made, which are not entirely conformable to the Ordinance; and I have nothing more to add here, but that Uſe and Cuſtom have introduced many Things which are contrary, but he ought to be extremely ſedulous, on making any Inſurance contrary to the Ordinance, taking care what Inſurers underwrite the Policy, and to inſert all ſuch Clauſes, as may leave no room for Diſpute, or to have them annulled by the Chamber of Inſurances, or by the other Courts of Juſtice, in caſe of being obliged to come before them, which will in a great Meaſure depend on the Ability and Forecaſt of the Broker.

30th Article, "Forbids the Commiſſioners of the "Chamber of Aſſurances, their Secretary and Clerk, "and all Inſurance Brokers, to inſure or to be inſured, "directly or indirectly."

Remark. It may be ſeen, that this Prohibition, with reſpect to the Commiſſioners and Secretary, is taken away, by the Ordinance Numb. 4. But in regard of the Sworn-Brokers, as they take an Oath not to do any Buſineſs for their own Account, when they are admitted, they can neither inſure nor be inſured, without contravening or breaking their Oath; nevertheleſs there are many, who have Ships and Parts, which they every Day get inſured.

31ſt Article, "Orders to puniſh exemplarily all "thoſe who ſhall uſe any Fraud, Miſdemeanour, or "Cheat in Aſſurances."

Remark. Inſurances were invented and introduced, purely with the Deſign to relieve Merchants in caſe of a Loſs, by ſharing as much as they thought proper to get inſured; therefore, it would be acting very unjuſtly, to aim at gaining or enriching one's ſelf, by making the Inſurers loſe, as has happened more than once, by Thieves and Knaves, who have inſured large Sums on Ships, aboard which they had nothing, or Things of a very ſmall Value, which they have in Concert with the Captains procured to be loſt, or by ſome ſuch other Tricks: It is therefore of the utmoſt Importance to the Inſurers, that this Article be purſued to the greateſt Rigour, and it may be ſeen in the Ordinance, Numb. VII. Art. 2. that theſe Sort of Caſes are reſerved to be judged by the Lords Echevins (or Sheriffs.)

32d Article, " Ordains, that all Accidents of In-
" ſurance, ſhall be brought in the firſt Inſtance before the Commiſſioners of the Chamber, which they ſhall judge upon the Footing of the Ordinance; and for their Employ, they ſhall have jointly with the Secretary One-third *per Cent.* on the Sums brought for their Determination, payable by the Plaintiff."

33d Article, " Authoriſes the Commiſſioners of the Chamber to order a Delivery of the Money demanded, wholly, or partly, if they think proper, after the Verification of the Policies and Proofs, and that it appears to them, that the Notification of the Loſs to the Inſurers was made 3 Months before, permitting thoſe who have obtained the Poſſeſſion, to remain with the Money, under a ſufficient Security, to return it with Intereſt, after the Rate of twelve *per Cent. per Ann.* if the Commiſſioners find afterwards that it ought to be returned."

34th Article, " Permits an Appeal from the Sentence of the Commiſſioners, to the Echevins (or Sheriffs) of the City."

35th Article, " Ordains, that the Execution of the Sentences given by the Commiſſioners, ſhall be performed in the ſame Manner, as that of the Sentences given by the Seigneurs Eſchevins."

36th, and laſt Article of the Ordinance, No. I. " Directs thoſe who appeal to the Seigneurs Eſchevins, from the Sentence of the Commiſſioners, to do it in ten Days, and to give in their Articles in ten Days after, paying at the firſt Audience twelve Guilders as a Mulct, if the Sentence of the Commiſſioners is confirmed by the ſaid Seigneurs."

Remark. I ſhall content myſelf with giving the Senſe of theſe four laſt Articles juſt as they are, without entering into a Detail of the Caſes that may happen, when obliged to litigate them with the Inſurers, becauſe that there is an Infinity, which almoſt all differ one from another, in the whole or in Part, and which the Sollicitors, who plead theſe Sort of Affairs often, know ſo well how to embroil, that the Proceſs may laſt longer than it ought; I ſhall only remark on this Subject a Paſſage in the Treatiſe of Averages, wrote by the famous *Quintyn Wytſon*, which is very often cited in Juſtice, upon the Matter of Averages and Inſurances, where he ſays, *that the Inſurer is regarded by all as a Pupil*, that is to ſay, that they are protected in Juſtice as Orphans, and that they are never condemned to the utmoſt Rigour, as it may be done in a Cauſe between Particulars, and it is for this ſame Reaſon, that I adviſe all thoſe, who have any Difference with the Inſurers, to agree it amicably, as well as they can, and avoid a Suit, as they may be certain they will often get more by a friendly Adjuſtment than by a Litigation; for the Inſurers had rather grant ſomething than be proſecuted, becauſe this makes them decryed as Wranglers; but it muſt at the ſame Time be confeſſed, that if too much is demanded of them under this Belief, they rather chuſe to go to Law, in which they are not quite wrong.

And as in Proceſs of Time ſome new Caſes have happened, not mentioned in the Ordinance, the Magiſtrates of this City have, from Time to Time, made Additions and Amplifications, and changed thoſe Articles which they found not to be eſſential. Theſe Additions are contained in the eleven Regulations or Ordinances following, which I ſhall mark from N°. II. to XII. to follow the Order in which they are couched, *in the Manner of Proceeding before the Juſtice of Amſterdam*, from whence I have taken them.

N°. II.

The 30th of *January* 1626, " The Lords Juſtices, willing to amplify the ſecond Article of the preceding Ordinance, have ordained, that when any one is inſured, and the Inſurer fails and becomes inſolvent, the Aſſured may ſet aſide the Inſurance, by his notifying it to him, by a Notary and two Witneſſes, at the Place of his laſt Habitation, or to his Aſſignee, leaving however the Premium, which he cannot reclaim, and afterwards he may get himſelf inſured by another Underwriter, on good and bad Advices."

This Amplification was undoubtedly made to prevent the Difficulties which might reſult, from what the Article 2. (where it is ſpoke of) ordains, that the Aſſured ſhall run the Riſque of ' for all under 12000 Guilders, according to which a Man, who has got 10800 Guilders inſured on Goods worth 12000, cannot inſure any more; and one of the Inſurers happening to fail, and the Aſſured being deſirous to get ſome other to underwrite in his Room, it would ſeem by the Policy, that he ſhould have got himſelf inſured for more than he was permitted, if he had not given it over, in the Forms directed in this Amplification, which may ſerve him for Proof in caſe of Need; but as I have mentioned under the ſecond Article, that any one might get himſelf inſured intirely, I ſhall only obſerve here, that if an Inſurer happens to fail, the Aſſured ſhould by no Means omit deſiſting from his Inſurance, in the Forms preſcribed by this Amplification.

N°. III.

The 9th of *May*, 1614, " Our Lords of Juſtice having examined the 17th Article of this Ordinance,

'nance, and found that great Abuſes have reſulted 'from it, they thought proper to alter it; and to 'ordain, that hereafter, all Sorts of Merchandiſes 'and Effects whatſoever, ſhall be comprehended "under the general Names of Merchandize or Ef-"fects, corruptible or incorruptible; but that he that "would inſure upon Gold, Silver, coined or uncoin-"ed, Precious-Stones, or Jewels, and Ammunition, "ſhall be obliged to have it expreſſed in the Policy, "on Penalty of its being nulled."

The 17th Article abovementioned, orders to ſpecify in the Policy, the Merchandiſes which are ſubject to periſh through their own Nature, which was quite needleſs; becauſe the 27th Article of the ſame Ordinance, exempts the Inſurers from paying the Damage which ſhall happen without any foreign Cauſe; and whether theſe Sorts of Merchandiſe are named in the Policy or not, when any Damage happens, the Queſtion is, to know what Cauſe produced it; but in regard of Gold, Silver, Jewels, and warlike Stores, the 17th Article remains in its full Force.

No. IV.

"In *February*, 1600, and in the Month of *June*, "1601, Our Lords of Juſtice ordered, that the Com-"miſſioners of the Chamber of Inſurances, and their "Secretary, might be inſured."

The 30th Article of the firſt Ordinance had prohibited it, as may be ſeen in the ſaid Article.

No. V.

"This Ordinance provides, that all the different "Accidents which ariſe from Averages, ſhall be "carried in the firſt Inſtance before the Commiſ-"ſioners of the Chamber of Inſurances, to be by "them regulated and decided, in the Manner eſta-"bliſhed with reſpect to Inſurances, in the laſt Ar-"ticles of the firſt Ordinance, and that the Execu-"tion of the Sentences ſhall be performed according "thereto."

No. VI.

"The firſt Part of this Ordinance, provides, that "they ſhall every three Days proceed againſt thoſe, "who being cited before the Chamber, ſhall not "appear; and that for the firſt, ſecond, third, and "fourth Fault of Non-appearance, they ſhall be con-"demned on the ſecond Omiſſion, in a Mulct of ſix "Stivers; on the third, in twelve Stivers; and at "the fourth, eighteen Stivers; and that the Com-"miſſioners may condemn or abſolve for the Prin-"cipal at the fourth Neglect, however without de-"creeing a Security in Virtue of the ſaid Faults, "unleſs the Commiſſioners ſee by the Deduction of "the Cauſe, that it is diſpoſed ſo that he ought to "be ordained to give it, inſtead of a definitive Sen-"tence, in Virtue of the fourth Fault."

"The ſecond Part ordains, that the Decay or "Ruin of the Ships that go from hence to the *In-"dies*, whether it happens going or coming, ſhall "be on Account of the Inſurers, unleſs theſe Veſ-"ſels happen to be employed in an extraordinary "Manner in the ſaid *Indies*, for the Trade thereof; "and that all the Merchants ſhall be obliged to place "their Merchandiſe, upon which the Averages ought "to be regulated, according to their true Value; "and that this may be done with the greater Honeſ-"ty, the Effects, brought under Contribution, ſhall "be put into the Hands of the Commiſſioners, to the "End that they may be enabled to determine equit-"ably."

This Ordinance was made the 20th of *June*, 1606, before the Eſtabliſhment of the *India* Company, and regards more the Particulars who traded there, than the Company, who never inſure, that I know of; but ſince that it charges the Inſurers with the periſhing of Ships in a Country ſo diſtant, there is much ſtronger Reaſon that they ſhould be anſwerable for the ſame Misfortunes in thoſe Seas which are a great deal nearer, in which the Inſurers would certainly be greatly to be pitied, if the Commiſſioners had not ſome regard to them, which is left to their Diſcretion in the Ordinance, N°. XI.

To commit the Effects put under Contribution of an Average, into the Commiſſioners Hands, that they may judge equitably, is very often impoſſible, and when it is otherwiſe, the thing would be equally troubleſome to the Commiſſioners and Merchants; therefore in ſuch Caſes, the Commiſſioners themſelves have the Ships taxed that lie before the City, and order the Merchants, who have an Intereſt in the Loading, to bring in an Account of the juſt Value of their Goods to the Chamber, and as this is often done after the Goods are ſold, thoſe who have diſpoſed of theirs, inſert the Produce in their Account, and thoſe that are ſtill unſold they paſs according to the Price current; and upon the Taxation of the Ship, theſe different Accounts of the Merchants, and the Eſtimation of the Damage happened, the Commiſſioners regulate the Average, and decree the Repartition in their Sentence.

N°. VII.

This Ordinance, made the 14th of *June*, 1607, contains five Articles; of which the

1ſt Article ordains, "that the Fines proceeding "from the Faults obtained before the Chamber, "ſhall be exacted by the Huiſſier of the Chamber; "of which he ſhall have the third for his Trouble, "and

" and if he cannot recover them, they may be ex-" acted by the Serjeant of Monſieur the Officer."

2d Article, " Directs the Commiſſioners to ſend " before the Lords Echevins, all thoſe Cauſes of In-" ſurance in which they have found any Fraud." This is properly a Confirmation and Amplification of that which is ſaid in the firſt Ordinance, *Article* 31.

3d Article decrees, " that when in any Danger, " ſome groſs Goods ſhall have been thrown over-" board from between Decks on Ships coming from " the *Levant*, they ſhall be brought into an Average, " on Ship and Cargo."

This is a Law generally received by all *Europe*, to bring into a groſs Average all that is thrown into the Sea, all that is cut away, broken or loſt in the Danger, to ſave that which remains aboard; which makes me believe, that this Article was only made to ſtop the Mouths of ſome Wranglers, who it is probable would maintain, that what is put between Decks, being thrown overboard in the Danger, ought not to be brought into an Average.

4th Article, " Authorizes the Commiſſioners to " condemn the Parties, in all or half of the Ex-" pences, or to decide them as they ſhall think pro-" per."

5th Article, " enjoins the Commiſſioners not to " carry to the Inſurers Account (when they regulate " any Average) only what they ſhall find ought to " be carried to Averages."

For to underſtand this Article aright, it muſt be obſerved, that Averages are frequently regulated in one Manner between the Proprietors of the Ship and thoſe intereſted in the Cargo, and in a different one, with regard to the Inſurers, who are not obliged generally to pay all that is brought into an Average upon Ship and Goods, but only certain Articles, according to the Circumſtance of the Caſe, which would be too long to deduce here.

N°. VIII.

This Ordinance alſo contains five Articles, of which the

1ſt Article " Decrees that all the Premiums of " Inſurance, which do not exceed 7 *per Cent.* ſhall " be paid ready Money, without deducting them " from the Damage in theſe Cauſes which ſhall be " brought before the Chamber, but they ſhall be " counted, and held as paid."

2d Article, " Ordains, that the Premiums exceed-" ing 7 *per Cent.* ſhall be paid in ſix Months after " ſigning the Policy; but if the Premiums on go-" ing and coming amount to more than the 7 *per* " *Cent.* and to 14 *per Cent.* incluſive, the half ſhall " be paid down, and the other half in ſix Months " after, with the Intereſt of 12 *per C. per Ann.* after " the Expiration of the ſaid ſix Months, to the Time " of Payment."

The Obedience to the firſt of theſe Articles, or to both of them, the Inſurers never ſign a Policy, that they do not inſert at the ſame time, that they have received the Premium, although they do not receive it till two or three Months after, and ſometimes never, becauſe they have an open Account with every Broker, and if a Loſs happens, they draw upon him, without having enjoyed the Premium. It is true, that they may recover of him directly, and it were to be wiſhed for their Sakes that they gave leſs Credit to ſome Brokers, who uſe the Premiums to pay every thing elſe but them; if they gave ſo much leſs Credit to the Brokers, the Inſurers would not ſuffer as they often do, when any one of the former becomes Inſolvent; for if the Merchants, by employing the Brokers, give them an Opportunity of gaining their Brokerage, they only are anſwerable to the Inſurers for the Premiums; and if thoſe were paid in ready Money, the Brokers would not be expoſed to this Riſque.

In regard of the Premiums on going and coming, the Cuſtom obſerved for a long time has been in the ſame Manner as above, but the Broker will not engage with the Inſurers only for the Premium out; and when the Ship is arrived, or is upon her Way home, the Inſurer aſſigns the Premium of her Return on the Aſſured; but as it frequently happens, that ſome of the Aſſured fail during the Interval of the Voyage, by which the Underwriters loſe the Premium on the Ship's Return; it is now ſome Years ſince they have obliged the Brokers to be anſwerable for both, in which I think they have acted very prudently.

3d Article, " ordains, that when the Chamber of " Aſſurances has made a Repartition of the Average " or Damage, the Inſurers ſhall be obliged to pay it " directly, and in Default thereof, they ſhall pay the " Aſſured an Intereſt on the Sum in which they have " been condemned, after the Rate of 12 *per Cent. per* " *Ann.* to be reckoned from the Day the Reparation " is made, till the Time of its Diſcharge."

This Caſe occurs ſo rarely, that I have never ſeen an Example of it; but on the contrary, a Loſs or an Average is no ſooner regulated by the Chamber, than the Inſurers are the firſt who deſire to pay, unleſs they think themſelves unjuſtly dealt by, and have an Intent to appeal.

4th Article, " directs the Commiſſioners not to " make any Repartition of total Loſſes till the three

" Months

" Months of the abandoning be expired, according
" to the 25th Article of the firſt Ordinance."

I have remarked upon the ſaid 25th Article, that in ſuch Caſe the Inſurers ought to pay the entire Loſs, but in agreeing it amicably, they only pay 98 *per Cent.* which is better both for the one and the other, than to go to Law, for many Reaſons.

5th Article " Orders, that the Brokerage on Inſurances ſhall not exceed ¼ *per Cent.* as well on going and coming, as on going, or coming only; to be paid, half by the Inſurers, and the other half by the Aſſured."

The Cuſtom is, that the Inſurers only pay the Brokerage at ¼ either going or coming, and ½ *per Cent.* Outwards and Homewards; and if this is not agreed to, as the Brokerage for going or coming ſingly is ¼ *per Cent.* the Brokers may with Reaſon, firſt make the Inſurance Outwards, and ſome Days after make that Homeward, in order to get double Brokerage; and I do not doubt of their having done ſo, ſince the making this Ordinance, &c.

N°. IX.

It is ordained by this Amplification of the preceding Ordinance, N°. VIII. " That all the Premiums of Inſurance, at whatever *per Cent.* they may be, and let them be what they will, ſhall be paid immediately on ſigning the Policy, under Penalty of their being null; provided that thoſe which are made for going and coming, the Premiums for going ſhall be paid directly, and the Premiums for returning ſhall be paid on the Arrival of the Veſſels; and of all the Inſurances, which are made by the Month, the Premiums ſhall be paid down for as many Months as ſhall be ſtipulated in the Policy."

N°. X.

As the foregoing Ordinance does not very clearly explain itſelf, in ſaying, that the Premiums on the homeward bound Voyage ſhall be paid on the Ship's Arrival, this Article is added, and imports, *that the Præmiums on her coming back, ſhall be paid when the Veſſel ſhall be returned, and finiſhed the Voyage.*

It may be ſeen by theſe two Articles, what I have ſaid under the ſecond Article of N°. VIII.

N°. XI.

In Reply to the Advice which the Commiſſioners of the Chamber requeſted of the Burgomaſters, how they ſhould regulate the Damage upon Woad, Sugar, and other Merchandiſes, which come from the *Azores* Iſlands; as a very great Difference is found in the Price, between thoſe bought with ready Money, and thoſe taken in Truck; and alſo upon what the ſaid Commiſſioners repreſent, that in long Voyages, where the Aſſured gain largely, the Veſſels decay conſiderably, and if they are loſt, the Inſurers pay a great deal more than the Ships would have ſold for if they had arrived in Safety.

" Our Lords of Juſtice ordained, that the Woad ſhould be reckoned, till farther Order, upon the Footing of 800 *Rees* the Quintal, unleſs the Concerned can prove in eight Months, that the Woad was bought in the ſaid Iſles, at a higher, or lower Price; and with Reſpect to Sugars, and other Merchandiſe, the Commiſſioners may value them as they ſhall think proper."

" And touching the Ships, which by the Length of their Voyages, are worn out, worm-eaten, or become unnavigable, the Commiſſioners were authorized to act according to their Diſcretion."

It is very juſt to have a Regard to the Price of the Goods which are to contribute to an Average, when the Calculation is to be made, more eſpecially when ſome Part of them have been taken in Truck, and the other paid for with Ready Money; in which Caſe, thoſe that are received in Truck would coſt a good deal more if paſſed at the Price they were taken at in Barter, than thoſe purchaſed with Ready Money, and would not however be any thing better, and notwithſtanding they would pay conſiderably more than they ought towards the Average. *For Example,* A Quintal of Woad ſhall have been taken in Truck for 1200 Rees, and a Quintal of the ſame bought for 600, with Ready Money; and if the Average is regulated on the Footing of theſe two Purchaſes, the Quintal taken in Truck will pay double the Average that the Quintal bought with Ready Money will, which would be viſibly contrary to Reaſon, and to the Ordinance N°. VI. which directs, that Things ſhould be put at their true Value.

In Reſpect of the Decay of Ships, it is certainly very equitable, that it ſhould be regulated, as well in the Regulation of Loſſes, as in that of Averages; for it is certain, that on many Occaſions the Inſurers loſe, and pay the Damage which happens to Ships, whilſt the Proprietors gain a great deal above it.

N°. XII.

This Amplification decrees, " That henceforward, any Abandon, Regiſtring, or Authorization, in Matters of Inſurance, ſhall not be done but by the Secretary or Huiſſier of the Chamber of Inſurances, who are ſufficiently authorized for it by

" this

" this Ordinance, which prohibits all Notaries, " Brokers, and other Perſons to undertake the do-" ing any Act, uncer Penalty of its being null."

If the Aſſured judge, that the Inſurers have any room to make a Diſpute, they ought not to fail making the Abandon, Regiſtering, or Authorization, as it is ordered here above, becauſe all that they get done by their Brokers is null and invalid, if the Affair comes before the Chamber, and that theſe Pieces muſt abſolutely be drawn up there, and ſigned by the Huiſſier, to be valid.

The 5th of *March*, 1688, the following Ordinance was publiſhed;

" Thoſe who would get Inſurance made on Ships " or Effects already departed from the Place of their " Loading, ſhall be obliged to declare it on the Po-" licy, and to note the Time of their Departure, " except they are ignorant of it; and if they are ſo, " they are expreſsly to declare it in the Policies, on " Penalty of its being null."

As this Article has a Relation to, or Affinity with the Articles 6, 20, or 21, of the firſt Ordinance, it may be ſeen what I have ſaid under the 6th.

The ſame Day, 5th of March, 1688, *the ſubſequent Order was alſo publiſhed.*

The Lords of Juſtice having been adviſed, as well by many Merchants, as Inſurers, that diverſe Changes were daily made in the Print of Policies, and that almoſt every Broker added ſome Novelty, which obliged both the Merchants and Inſurers to read, as well what was printed, as wrote in them, and that this was a troubleſome Practice, by Reaſon of the many Affairs they had to tranſact at the Bourſe and elſewhere, from whence proceeded a great Number of Frauds, bad Tricks, &c. the which my ſaid Lords deſire, and to prevent, have enacted and ordained, that henceforward no one ſhall print or offer any Policy which does not contain Word for Word the ſame as thoſe that follow, and they muſt be marked by the Secretary of the Chamber of Inſurances, who ſhall have three Stivers as his Due for each; and no Policy ſhall be made which is not marked by him, in want of which, they ſhall be invalid; and the Brokers who offer any Policies, with other Contents than what is in the ſubſequent Forms, ſhall pay for each fifty Guilders Mulct.

A form of the licenſed Policies upon Ships.

WE the Underwriters do aſſure you, Mr. or any other whom it may appertain, in the whole, or in Part, Friend or Enemy; without any Exception, *viz.* every one for the Sum here ſubſcribed, of (*in this Blank is inſerted the Voyage the Ship is to make*) upon the Body and Tackle of the Ship (which God preſerve) with her Guns, Ammunition, Apparel, and Appurtenances belonging to the ſaid or to any other, called of which is Captain or any other who may be put in his Place the Riſque, Perils, and Adventures which we take upon us, from the Day and Hour, that until the Time that the ſaid Ship, ſhall be arrived as above, with her Guns, Ammunition, Apparel, and Appurtenances, and entirely unloaden; and the ſaid Ship may go forward, retreat, turn, and go about to the Right, Left, and on every Side, in the Manner that the Captain or Captains may think proper, for the Benefit and Advantage of the ſaid Voyage; the above-mentioned Dangers, conſiſting in all Perils of the Sea, of Storms, Fire, and Winds, Arreſt of Friends or Enemies, Detention of Kings, Queens, Princes, Lords, and Communities, Letters of Marque and Countermarque, Imprudence of Captains, or Barretry of the Mariners, and in all other Perils and Adventures which can happen to the ſaid Ship, of whatſoever Sorts they be, foreſeen or unforeſeen, ordinary or extraordinary, without excepting any one, provided they happen without any Deſign, or Knowledge of the Aſſured; we put ourſelves in all the aforeſaid Caſes in your Place to pay you the Aſſured, or to your Agent, all the Damage that you ſhall have ſuffered, *viz.* each one in Proportion to the Sum he ſhall have underwrote, as well the firſt as the laſt Inſurer, and that within one Month after we ſhall have been duly adviſed of the Loſs or Damage, and in that Caſe, we give to you the Aſſured, and to all others a full Power, whether it turns to our Advantage or to our Loſs, to lend a Hand to ſave the ſaid Ship, and its Appurtenances, to ſell it, and to diſtribute the Money, if the Caſe requires it, without demanding either our Conſent or Permiſſion: We alſo paying the Charges, which ſhall be occaſioned in this Affair, and likewiſe the Damage which ſhall have happened, whether any thing is ſaved or not; and in Reſpect of the Account of Charges, a Certificate ſhall be added to the Oath of him that furniſhed them, without any Contradiction; provided that there ſhall be paid us in Ready Money for the Price of this Aſſurance *per Cent.* engaging for this Effect, and ſubmitting our

Perſons and Goods preſent, and to come, according to Law, renouncing, as Men of Honour, all Chicanes and Exceptions, which may contradict the preſent. So done at *Amſterdam*, &c.

N. B. *The Policies on Goods are the ſame with the above, only varying the Terms, (as in the* Engliſh *one) therefore I omit the Tranſlation.*

A new Amplification of the Ordinance of the Chamber of Aſſurances, and Averages, of the City of Amſterdam.

THE Lords of Juſtice of the City of *Amſterdam* having ſeen and examined the Requeſt of many conſiderable Merchants of the ſaid City, preſented to them to-day, beſeeching that there may be ſome Alteration and Redreſs made in Matter of Inſurances; and after having heard the Advice of the Commiſſioners of the Chamber of Inſurances and Averages, have thought proper to enact and ordain, as they do by theſe Preſents;

1ſt Article: "That henceforward Inſurance may "be made on the Body and Tackle of Ships for "Seven-eighths of their true Value, however, with- "out Permiſſion to make any on their Freight, "Powder, Ball, Victuals, or ſuch like Things "which are conſumed, and the Aſſured ſhall be "obliged to run the Riſque of the One-eighth, as "well for what is above, as under two thouſand "*Livres de Gros*, derogating and altering in this Re- "ſpect the 10th Article of the Ordinance of the "Chamber of Inſurances."

The 10th Article of the firſt Ordinance altered by this, forbids the inſuring Ships for above Two-thirds of their Value, which was ſufficient to diſcourage all thoſe who ſhould have a Deſign to build Ships, it obliging them to run the Riſque of One-third of their Value, which might not ſuit every one; ſo that it is with Reaſon they have changed the ſaid 10th Article of which we are ſpeaking; and it is even very much wiſhed, that they had not obliged the Owners of Ships by this Article, to run the Riſque of the One-eighth; for beſides its cauſing many Diſputes, there is not naturally any Neceſſity to oblige a Man to run a Riſque, which an Inſurer would take on him for the Premium he receives; there is even (if I may be permitted to ſay ſo) a wide Door opened to Chicanery in this Amplification, which only ſpeaks of the Body of the Ship, without making Mention of the Apparel and Appurtenances, which are very often worth as much, or half as much, as the Body of the Ship; I, however, very well know, that when the Commiſſioners of the Chamber have a Ship taxed, it is taxed with all its Apparel and Appurtenances, and without Contradiction from the Inſurers; but I do not know what would happen if ſome one amongſt them would ſtick to the Letter of the Ordinance, which only gives Commiſſion to inſure the Body; it may be ſaid that a Ship cannot go to Sea without Sails, Maſts, &c. ſo that her Apparel and Appurtenances being abſolutely neceſſary to perform the Voyage, they may be, and effectually are, comprehended with the Body of the Ship; however, this would not ſhut the Mouths of ſome Wranglers, if they were in ſuch a Caſe. But not to extend my Criticiſm any farther, I ſhall ſay, that when an Inſurance is made on the Body of a Ship, it is very neceſſary to value it in the Policy, and to inſert that it is with all it Appurtenances and Dependencies, and ſuch other Clauſes, as an expert Broker ſhould find a propos to put in, according to the Caſe and Circumſtances.

2d Article of this Amplification ſays, "That in "like Manner it ſhall be permitted to inſure the "ſimple Ranſom, or Redemption of Captains and "Sailors, who run a Riſque of being taken by Cor- "ſairs, and that upon Policies (of which the Plan "ſhall be given herewith) the which ought to be "marked by the Secretary of the Chamber, who "ſhall have three Stivers for each, as for other Po- "licies, upon Penalty, that if they are not marked "by the ſaid Secretary, they ſhall not be valid; and "that the Brokers, who ſhall make any Policies in a "different Manner, ſhall pay fifty Guilders Mulct "for each, &c.

The 24th Article of the firſt Ordinance, prohibits the making Inſurance on any Lives whatſoever; and many People confound Liberty with Life, imagining that Inſuring the one was not more lawful than the other, which occaſioned many Difficulties between the Owners of Ships, and their Captains bound to the *Mediterranean* and the adjacent Parts, where they run the Riſque of being taken by the *Turks*, when at War with them, and it was undoubtedly for that, that this Article was made; and on the leaſt Rupture that we now have with any one of the States of *Barbary*, the Captains deſigned for the *Mediterranean*, will by no Means fail, till their Owners have inſured 3 or 4000 Guilders upon their Liberty, in order to redeem them with this Money, in caſe they are ſo unfortunate as to be taken.

3d Article of the ſaid Amplification, "Decrees, "that any Inſurance made upon Money given *a la* "*Groſſe* (a Term uſed in *Holland* for lending Money "at a large Intereſt like Bottomry) upon Goods, "ſhall not be valid, unleſs it be expreſsly mentioned "by

" by all the Bills of Lading of the Goods, how the " Money was taken up, with the Date of the Day " and the Place, from whom it was taken, and to " whom it was delivered, and for whoſe Account; " but the Aſſurance being made from a Place, where " no Bill of Lading was ſigned, it muſt be proved " by the Contract *de Groſſe*, or Bottomry, *&c.*"

The 4th and 5th Articles authoriſe the Commiſſioners to condemn, from the ſecond Non-Appearance, thoſe who the Inſurers have cited before the Chamber, for the Payment of Premiums, and to proceed to other Cauſes every two Days, and to condemn upon the third Default.

The Form of a Policy of Inſurance upon the Liberty of a Perſon.

WE the Underwritten inſure you or to whom it may appertain, *viz.* Each for the Sum here under ſigned, to on Condition to go every Way, during the whole Voyage, and with Liberty to touch in all Places and in all Countries in the Way, to advance, retreat, get into Port, unload and load, at the Will of the Captain or Mate, whether it is with the Liking and Conſent of the Aſſured or his Deputy or not, and that upon the Body and Perſon of bound for upon the Ship (which God preſerve) called commanded by Captain and in Caſe that the ſaid Ship ſhould happen to be loſt, and not accompliſh her Voyage, we run the ſame Riſque on the Ship or Ships upon which the ſaid may embark, to purſue and finiſh his aforeſaid Voyage, be it either by Sea or Land; and we only run the Riſque of his being taken, by any Nation whatſoever, whether *Turk*, *Moor*, *Barbarian*, or other Infidel Pirates, from whom in caſe that the ſaid happens to be taken, and ranſomed (which God avert) we promiſe to pay immediately to the Aſſured, or to the Bearer of theſe Preſents, without any Abatement, each the Sum by us inſured for his Redemption, with the other Charges that this Affair may oçcaſion; and that as ſoon as the Advice ſhall be received, and that it ſhall appear to us that he is releaſed, or his Ranſom paid, and that the Bills of Exchange have been accepted; but the Sums by us inſured muſt be employed only in his Ranſom and concurrent Expences, and for nothing elſe; and for the Accompliſhment of the above, we engage our Perſons and Effects, preſent and to come, ſubmitting them to all Laws and Tribunals of Juſtice, the whole ſincerely without Fraud or Deceit; and we have agreed for the Premium.

So done in *Amſterdam*, *&c.*

Policies of Inſurance in *France* are generally drawn up in the Regiſtry Office of Inſurances, in thoſe Places where one is eſtabliſhed; and in thoſe Places where there are none, the Policies may be made either before a Notary Publick, or under a private Firm.

In foreign Places where *French* Conſuls are ſettled, the Policies of Inſurance may be entered in the Chancery of the Conſulate, before two Witneſſes, and all theſe Policies muſt mention the Name and Place of Abode of the Inſured, his Condition, whether Proprietor or Agent, and the Goods or Effects on which the Inſurance is made; they muſt likewiſe contain the Name of the Ship and Maſter, the Place from whence the Goods are, or muſt be loaded, of the Haven or Port from whence the Ship is to ſail, or ſhall have ſailed, of the Ports where ſhe is to load and unload, and of all thoſe where ſhe is to touch; they muſt alſo expreſs the Time when the Riſques are to begin and finiſh, the Sums that are inſured, the Premium given, the Submiſſion of the contracting Parties to Arbitration in Caſe of Diſpute, and all other Clauſes in general on which they are agreed, according to the Uſe and Cuſtoms of the Sea; about all which his moſt Chriſtian Majeſty publiſhed an Ordinance in the Month of *Auguſt*, 1681, where, at *Titre* 6, *du Libre* 3, every Part of Inſurance is fully directed.

D. de C. Page 219. Word ASSURANCE.

Beſides the Inſurances we have hitherto mentioned, others are made in *France*, called Secret, or Anonymous ones, which are performed by Correſpondence with Foreigners even in Time of War.

It is inſerted in the Policies of this Sort of Inſurance, that it is for a Friend's Account, whoſoever he may be, without naming the Perſon; and in Caſe the Ship or Merchandizes ſo inſured happen to be loſt, the Aſſured muſt notify it, and his abandoning the Inſurance (by an Act in Form) either by the Regiſter, a Notary, or Bailiff, demanding Payment of the Sums inſured (in Conſequence of his Relinquiſhing) in the Time agreed by the Policy.

Inſurances are made in many Parts of *France*, particularly in moſt of the maritime Towns; and the Beginning of laſt Year a Chamber of it was eſtabliſhed at *Paris*, with a Fund of twelve Millions of Livres, in which ſome Alterations were made about ten Months ago; but as the Articles in their Policies dif-

ſer very little from the *Dutch*, I ſhall not enlarge on them, to avoid Repetitions.

An Office for Inſurances was likewiſe eſtabliſhed about the latter end of laſt Year at *Stockholm*; and another about ſix Months ſince at *Naples*, with a Capital of 100,000 Crowns. And a Company has been long ſettled at *Copenhagen* for this Purpoſe; beſides which, large Inſurances are made in *Norway*, and the Terms generally the ſame as in *Holland*.

All Policies muſt be made on ſtamped Paper, and no Inſurance permitted on Life, Wages, Proviſions, Ammunition, or Materials; only on Ship and Goods, and on theſe no more than nine-tenths of their real Value.

The Inſurers pay no Average, on Demurrage, or Loſſes under 3 *per Cent.*; nor on Wool, Hemp, Flax, Sugar, and Stock-fiſh, under 10 *per Cent.* and the Laws are ſo rigorous, that if the Inſurance is made for above Nine-tenths of the real Value (as aforementioned) the Premium is ſunk, and the Perpetrators ſuffer Death.

When a Policy on Goods is ſigned, the Underwriters are anſwerable for all Damages they may receive, from the Time of their carrying from the Shore, until their being duly delivered on Shore again; and if Credit is given on the Premium, it bears half *per Cent.* Intereſt *per* Month.

On a Loſs of Ship or Goods, the Aſſured muſt have it notified to the Inſurers, with full Proofs; and if the latter do not pay the Loſs within three Months, he muſt pay the Aſſured half *per Cent.* Monthly, from the Time of the Loſs being notified to him, until its Diſcharge.

A Ship bound to any Part of *Europe*, and no News heard of her within a Year and a Day, the Inſurance is due; and if the Voyage is to any other Part of the World, two Years are allowed; and it is to be noted that a Year and a Day in Law is underſtood to be a Year and ſix Weeks.

If the Voyage is altered, and Premium returned, half *per Cent.* is allowed the Underwriters, as in other Parts; and the Inſurance in this Country is void, and the Capital confiſcate, if not made on ſtamped Paper.

Venice, *Leghorn*, *Genoa*, and many other Places, have their Underwriters, and pretty conſiderable Inſurances are ſometimes made there; though thoſe I have before-mentioned are the principal ones where large Sums are underwrote for, with the greateſt Security.

I thought to have added ſomething in this Place, on the Subject of Averages, as promiſed at the Concluſion of the Chapter on Salvage, *&c.* Page 122, ſuppoſing I might have met with ſome farther Remarks worth my Reader's Regard, on examining the Treatiſe I have now finiſhed on Inſurances; but having run over what has been ſaid of it, I cannot find any Room to enlarge without Repetitions, which I have all along endeavoured to avoid as much as poſſible; and though I propoſed concluding this Diſcourſe on maritime Affairs with what precedes, I ſhall add the Coſts of River built Ship put to Sea, in hopes it may be agreeable.

A Ship of 120 Tons for the Hull 6*l.* 10*s.* *per* Ton or thereabout, Maſts and Yards, and rough Painting included, Country built.

Ditto, River built, about one Pound *per* Ton more.

A Ship of 200 Tons for the Hull, from 6*l.* *per* Ton, to 6*l.* 6*s.* Maſts and Yards included, Country built.

River built one Pound Difference as before.

Cordage in peaceable Times, from 1*l.* 4*s.* to 1*l.* 8*s.* *per* ⊕, according to Size and Goodneſs, one with another.

Iron Work, according to the Size of the Ship, *per* ⊕.

Joiners Work, extra Painting, Carving, *&c.* according to Agreement.

In all Veſſels there muſt be Allowance in calculating the Expence of the Outſet for extra Work.

A River built Ship of 120 Tons fitted for Sea, with Men, and Proviſions for three Months, may be done from 12 to 1400*l.*

A Country built ditto will come under the above Calculation.

A River built Ship of 200 Tons, fitted for three Months, 2000*l.* to 2600*l.* in peaceable Times, when there is only a ſmall Expence of Guns and Ammunition, and the Number of the Men is not ſo large as in War, which will make a great Increaſe in the Expences, according to the fitting out.

Of Arbitrators, Arbitrament, Arbitration Bonds, and Awards.

West. Symb. S. 21.

AN ARBITRATOR is an extraordinary private Judge, between Party and Party, choſen by their mutual Conſents, to determine Controverſies between them.

And

And he is ſo called from *Arbitrium*, (Free Will) as ſome derive it; or becauſe he has an arbitrary Power, as is ſuppoſed by others; for if Arbitrators obſerve the Submiſſion, and keep within due Bounds, their Sentences are definitive, from which there lies no Appeal.

1 *Roll.* Abr. 251.

The Award of *Arbitrators* is definitive, and being choſen by the Parties, they are not tied to ſuch Formalities of Law, as Judges in other Caſes are, and yet they have as great Power as other Judges to determine the Matters in Variance; but their Determination muſt be certain, and it is to be according to the expreſs Condition of the Bond, by which the Parties ſubmit themſelves to their Judgment.

1 *Nelſ.* Abr. 234. *Dyer* 356.

It has been a Cuſtom to chuſe two, one by each of the contending Parties, with a Liberty for them to chuſe an *Umpire* in caſe of Diſagreement; but as this Method has on many Occaſions expoſed the *Arbitrators* to ſome Diſguſts, from thoſe whoſe Differences they were labouring to reconcile, it has been a Practice for ſome Time paſt, to nominate three in the Bonds, by which Means their different Opinions remain ſecret, and conſequently unknown to the Concerned, who are too apt ungenerouſly to reflect on a Determination, which will naturally differ from the Opinion at leaſt of one of the Parties, and excite in an uncandid Manner a Cenſure, where at leaſt their Thanks are due.

The Chancery will not give Relief againſt the Award of the *Arbitrators*, except it be for Corruption, &c. and where their Award is not ſtrictly binding by the Rules of Law, the Court of Equity can decree a Performance.

Chanc. Rep. 279. 1 *Vern.* 24.

When the *Arbitrators* make an Award upon one Day, they cannot make another between the Parties, on any other Day; nor can they do it Part at one Time and Part on another, although the Times are within the Submiſſion.

26 *Hen.* VI. 52. 39 *Hen.* VI. 12.

Though the *Arbitrators* may agree upon a Thing one Day, and on another Thing at another Time, and at laſt make an Award of the whole.

47 *Ed.* III. 21. 2 Mod. Entr. *Engl* 262. 1 Inſt, 201.

Arbitrators are to award what is equal between the Parties, and not on one Side only, and the Performance of it muſt be lawful and poſſible, alſo the Award muſt be final.

1 *Roll.* Abr. 242.

If the *Arbitrators* make an Award of Money to be paid to a Stranger, &c. unleſs the Parties have Benefit by it, it will be void.

2 *Saund.* 122. 2 *Lill.* 169.

And a Party is not to be made a Judge in his own Cauſe by Award.

1 *Salk.* 71.

Where a Thing is to be done on Payment of Money, a Tender of the Money is as much as an actual Payment.

Mod. Caſ. 33.

Action of Debt may be brought for Money adjudged to be paid by *Arbitrators*, declaring on the Award; and alſo Action of Debt upon the Bond for not performing the Award.

Brownl. 55.

When there is but one *Arbitrator*, which happens where the Matter is referred to two, and they cannot agree, but leave it to be determined by a third Perſon, it is called an *Umpirage*.

8 *Rep.* 98.

But the *Arbitrators* are to refuſe, and declare they will make no Award, before the *Umpire* ſhall proceed, tho' an *Umpire*'s Award ſhall be good, where the *Arbitrators* make a void Award, which is no Award.

1 *Lill.* Abr. 170.

It is ſaid an *Umpirage* cannot be made till the *Arbitrators* Time is out, and if any other Power be given to the *Umpire* it is not good, for two Perſons cannot have a ſeveral Juriſdiction at one Time.

1 *Mod.* Rep. 15.

But this ſeems to be contradicted by the Practice aforementioned, of nominating three *Arbitrators* in the Bond, except the Diſtinction conſiſts in Sounds only, as neither of the three is termed an *Umpire*.

An *Arbitration* is generally an Effect of Moderation in the contending Parties, who think it more ſafe to refer the Matter in diſpute to the Determination of Friends, than to venture a Trial at Law, more eſpecially as the one is coſtly, and the other tranſacted *gratis*; and the *Civilians* make a Difference between *Arbiter* and *Arbitrator*; an *Arbiter* being tied to proceed and judge according to Law, mingled with Equity; but an *Arbitrator* is wholly at his own Diſcretion, without Solemnity of Proceſs, or Courſe of Judgment, to hear and determine the Controverſy referred to him, ſo as it be *Juxta Arbitrium boni Viri*.

Cowel.

Arbitrators ſhould give their Award without entering into Particulars, or aſſigning their Reaſons for it, as this might expoſe them to a Chancery Suit from a diſſatisfied Party, and it ſhould be in Writing, and within the Time limited by the *Arbitration* Bonds.

There

Lex Mer. There ſhould be appointed by the *Award*, ſome reciprocal Act, to be done by each Party to the other, which the Law requireth to be *quid pro quo*, although it be never ſo ſmall, and reciprocal Acquittances ſhould be directed, either general or particular ones, according as the Nature of the Deciſion ſhall require.

The *Arbitrators* are not to award any thing, whereby any Matter, already determined by a Decree in *Chancery*, or a Judgment at *Common Law*, or any Sentence judicially given in the Cauſe, be infringed or meddled with, for Sentences of judicial Courts of Record are always of a higher Nature than *Arbitrators* Awards, and juſtly challenge both Obedience and Reſpect; though *Civilians* themſelves do frequently call Merchants in to their Aſſiſtance, when the Matter in Diſpute is relative to Trade, and ſometimes recommend the Deciſion of a mercantile Point to a Trader, after they have long and curiouſly debated it, without bringing it to a Concluſion.

8 Rep. 98. ARBITRAMENT (in Latin *Arbitrium)* is the Sentence or Determination, pronounced by *Arbitrators*, and publiſhed when they have heard all Parties. And *this* is either *general* of all Actions, Demands, Quarrels, &c. or *ſpecial*, of ſome certain Matters in Controverſy; it may be alſo abſolute or conditional.

Hard. 44. To every *Arbitrament*, five Things are incident, *viz.* Firſt, Matter of Controverſy. Secondly, Submiſſion. Thirdly, Parties to the Submiſſion. Fourthly, Arbitrators. And, Fifthly, giving up the *Arbitrament*.

Jenk. Cent. 129. *Arbitrators* cannot refer *Arbitraments* to others, if the Submiſſion be not ſo, but an *Arbitrament* that one ſhall releaſe to another, by Advice of a certain Perſon, this is good, becauſe it is a Reference only for the Execution of it.

Danv. Abr. 513. 9 Rep. 78. 1 *Roll.* Abr. 244, 342. Submiſſions to *Arbitraments* are uſually by Bond, and the Parties who bind themſelves, are obliged to take Notice of the Award, at their Peril; but Things relating to a Freehold, Debts due on Bond, or on certain Contract, Criminal Offences, &c. are not *arbitrable*.

For ending Suits by *Arbitrament*, the following Act is the only one made in any late Reign, *viz.*

9 and 10 *Will.* III. C. 15. S. 1. After the 11th of *May* 1698, all Merchants and Traders, and others, deſiring to end any Controverſy, Suit, or Quarrel, (for which there is no other Remedy, but by perſonal Action or Suit in Equity) by *Arbitrament*, may agree, that their Submiſſion of the Suit to the Award, or Umpirage, of any Perſon or Perſons, ſhall be made a Rule of any of his Majeſty's Courts of Record, which the Parties ſhall chuſe, and may inſert ſuch their Agreement in their Submiſſion, or the Condition of the Bond or Promiſe; and upon producing an *Affidavit* of ſuch Agreement, and upon reading and filing ſuch Affidavit in the Court ſo choſen, the ſame may be entered of Record in ſuch Court, and a Rule of Court ſhall be thereupon made that the Parties ſhall ſubmit to, and finally be concluded by ſuch *Arbitration* or *Umpirage:* And in caſe of Diſobedience thereto, the Party neglecting, or refuſing, ſhall be ſubject to all the Penalties of contemning a Rule of Court, and Proceſs ſhall iſſue accordingly, which ſhall not be ſtopped or delayed, by any Order, &c. of any other Court, either of Law or Equity, unleſs it appear on Oath, that the *Arbitrators* or *Umpire* miſbehaved themſelves, and that ſuch Award was corruptly or unduly procured. S. 2.

Any Arbitration or Umpirage, procured by Corruption or undue Means, ſhall be void, and ſet aſide by any Court of Law or Equity, ſo as ſuch Corruption or undue Practice be complained of, in the Court where the Rule is made for ſuch *Arbitration*, before the laſt Day of the next Term, after ſuch *Arbitration* made and publiſhed to the Parties.

An ARBITRATION BOND.

KNOW ALL MEN by theſe Preſents, that I *A. B.* of the Pariſh, &c. in the County, &c. Merchant, am held and firmly obliged to *C. D.* of, &c. in the County aforeſaid, Eſq; in —— Pounds, of good and lawful Money of *Great-Britain*, to be paid to the ſaid *C. D.* or his certain Attorney, his Executors, Adminiſtrators, or Aſſigns, to which Payment, well and truly to be made, I oblige myſelf, my Heirs, Executors, and Adminiſtrators, firmly by theſe Preſents, ſealed with my Seal, dated at on the Day of in the Twenty-fourth Year of the Reign of our Sovereign Lord King *George* II. and in the Year of our Lord God, One Thouſand ſeven hundred and fifty-one.

The Condition of this Obligation is ſuch, that if the above bound *A. B.* his Heirs, Executors, and Adminiſtrators, for his and their Parts and Behalfs, do in all Things well and truly ſtand to, obey, abide by, perform, fulfil, and keep the Award, Order, Arbitrament, final End and Determination of *E. F.* and *G. H.* Arbitrators, indifferently named, elected, and choſen,

choſen, as well on the Part and Behalf of the above bounden *A. B.* as of the above-named *C. D.* to arbitrate, award, order, judge, and determine of, and concerning all, and all Manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages, and Demands whatſoever, at any Time or Times, heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed, or depending, by or between the ſaid Parties, ſo as the ſaid Award be made, and given up in Writing, under their Hands and Seals, ready to be delivered to the ſaid Parties, on or before the next enſuing the Date above-mentioned: But if the ſaid Arbitrators do not make ſuch their Award of, and concerning the Premiſes, by the Time aforeſaid, that then if the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, for his and their Part and Behalf, do in all Things will, and truly ſtand to, obey, abide by, perform, fulfil, and keep the Award, Order, Arbitrament, Umpirage, final End, and Determination of *J. K.* Umpire, indifferently choſen between the ſaid Parties, of, and concerning the Premiſes, ſo as the ſaid Umpire do make his Award or Umpirage of, and concerning the Premiſes, and deliver the ſame in Writing under his Hand and Seal, to the ſaid Parties, on or before the next enſuing the Date aboveſaid, then this Obligation to be void, or otherwiſe to be, and remain in full Force and Virtue. *A. B.*

Signed, ſealed, and delivered
in the Preſence of
L. M.
N. O.

Note, If there is no Umpire, the latter Part muſt be omitted, *viz.* from, *but if the ſaid Arbitrators*, &c.

Though as I have before obſerved, it is now cuſtomary to chuſe three Arbitrators, and have them nominated in the Bonds.

The aforeſaid Bond muſt be mutual between the Parties, and the following Clauſe may be added at the End of the Condition, as the Agreement mentioned in the preceding Act of Parliament, *viz.*

And the above-mentioned *A. B.* doth agree and deſire, that this his Submiſſion to the Award above-mentioned, be made a Rule of his Majeſty's Court of *King's-Bench, (or any other Court of Record)* purſuant to the late Act of Parliament for this Purpoſe provided, *and the like for the other Party ſubmitting to ſuch Award.*

Award is the Judgment and Arbitration of one or more Perſons, at the Requeſt of two Parties who are at Variance, for ending the Matter in Diſpute, without public Authority; and may be called an *Award*, becauſe it is impoſed on both Parties to be obſerved by them. *Dictum, quod ad Cuſtodiendum, ſeu Obſervandum, Partibus imponitur.* *Spelm.*

An *Award* may be by Word or in Writing, but is uſually given in the latter, and muſt be exactly according to the Submiſſion. If an *Award* be according to the Submiſſion by Bond, though it is void in Law, if it be not obſerved, the Obligation will be forfeited. 1 *Danv.* Abr. 515.

Where Arbitrators *award* a thing againſt Law, it is void; if more is *awarded* than ſubmitted, the Award will be void; but when an *Award* ſeems to extend to more than in the Submiſſion, the Words *de & ſuper præmiſſis*, reſtrain it to the Thing ſubmitted. *Cro. Eliz.* 861.

An *Award* may be void in ſome Part, and good in another Part, if it makes an end of all the Differences ſubmitted; and if an *Award* be good in Part, and void in Part, the good ſhall be performed. 10 Rep. 31. 2 *Saund.* 293.

An *Award* without a Deed of Submiſſion will be good, bar of a Treſpaſs. *Danv.* 548.

But the Delivery of the *Award* in Writing, under Hand and Seal, *&c.* muſt be pleaded, and be exactly replied to by the Plaintiff, in Action of Debt on an *Award*, or it will be ill on Demurrer. *Dyer* 243. 2 *Mod.* 77, 78, 269.

The Submiſſion to an *Award* may be by Bond, Covenant, or by an *Aſſumpſit* on Promiſe, or without all this, by a bare Agreement, to refer the Matter to ſuch a Perſon or Perſons. 10 Rep. 131. *Dyer* 270.

A Huſband may ſubmit to an *Award*, for himſelf and his Wife, for her Goods and Chattels, to bind her; but an Infant may not make any Submiſſion to an *Award*, or any other for him, for it will be void. *Plowd.* 189.

If ſeveral Perſons do a Wrong to a Man, and one of theſe, and he to whom the Wrong is done, ſubmit to an *Award*; the other Perſons who were no Parties to the Submiſſion, may take Advantage of it, to extinguiſh the Wrong. 7 *H.* IV. 31.

And

Dyer 183. And where the *Award* of Recompence for a Wrong done, is performed, that Wrong is altogether determined; alſo the *Award* of a perſonal Chattel, doth alter the Property of it, and give it to the Party to whom *awarded*, that he may have *Detinue* for it.

Dyer 216. 2 Cro. 130. Godb. 146. A Submiſſion is of all Actions and Demands, *&c.* though there be but one Cauſe or Matter between them; an *Award* may be made for this: And where two Things are ſubmitted, and the *Award* but one, it is good, if the Arbitrators have no farther Notice of the other; though if it be of three Things, or ſome Particulars with a general Clauſe of all other Matters, in that Caſe they muſt make the *Award* for the Things particularly named, without any other Notice given.

8 Rep. 79. Hob. 49. If the Submiſſion be by diverſe Perſons, and the Arbitrators *award* between ſome of them only, this is good; but if a Submiſſion is of certain Things in Special, with a *Proviſo* in the Condition, that the *Award* be made of the Premiſſes, *&c.* by ſuch a Day, there the *Award* muſt be made of all, or it will be void.

Plowd. 306. 10 Rep. 132. An *Award* of all Actions *Real*, when the Submiſſion is of Actions *Perſonal*, is not good.

Dyer 216. Yet if the Submiſſion be of Things *Perſonal*, and the *Award* is, that one of the Parties ſhall do an Act *Real*, in Satisfaction of a perſonal Injury, *&c.* or a Submiſſion be of one Thing, and the *Award* made of ſomething incident to, or neceſſarily depending upon it; or if the Submiſſion is of all Actions real and perſonal, and the *Award* only of Matters perſonal, *&c.* it will be good in theſe Caſes, if nothing elſe is notified to the Arbitrators.

8 Rep. 72. 98. An *Award* made only on one Side, without any Thing on the other, is void in Law; as that one ſhall pay or give Bond for Money to the other Party, and he do nothing for it; but if it be to give Bond to pay, or to pay a Debt, and that the other ſhall be diſcharged of the Debt, *&c.* this is good; ſo where it is that one Party ſhall pay Money to the other, and then the other ſhall releaſe all Actions to him.

5 Rep March 18. If diverſe Treſpaſſes be referred to Arbitrament, and the Award is, that one of the Parties ſhall make the other Parties Amends, or give a Releaſe, and ſay not what Amends or what Releaſe, *&c.* it is void for Uncertainty.

Award was, that each Party ſhould give to the other a general Releaſe of all Demands, provided, that if either of them diſlike the *Award*, within twenty Days after made, and within that Time pay 10*s.* the *Arbitrament* to be void; it was held, that the firſt Part of the *Award* was good, and the *Proviſo* repugnant and void. 1 Co. 688.

Arbitrators are to make their *Award* *Secundum allegata & probata* (according to what is alledged and proved) but they may not enjoin any Oath to the Witneſſes; the *Award* ought to be publiſhed; and no one is bound to perform, till he can know what the Award is. 4 Rep 82. Brownl. 311.

A Submiſſion to *Award* may be revoked, and countermanded before the *Award* made, where there is no Specialty to abide the *Award* of J. S. *&c.* 8 Rep. 78. 81.

A Submiſſion was to an *Award* by Bond, and at the End of the Condition of the Bond, was this Clauſe; *and if the Obliger ſhall conſent that this Submiſſion ſhall be made a Rule of Court, that then,* &c. upon Motion to make this Submiſſion a Rule of Court, it was oppoſed, becauſe theſe Words do not imply his Conſent; but if he would forfeit his Bond, he need not let it be made a Rule of Court; yet becauſe this Clauſe could be inſerted for no other Purpoſe, the Court took theſe conditional Words to be a ſufficient Indication of Conſent, and made the Award a Rule of Court. Salk. 72. pl. 8.

A Matter was referred by Conſent at *Niſi Prius*, to the three Foremen of the Jury; and before the *Award* was made, one of the Parties ſerved the *Arbitrators* with *Subpœna* out of Chancery, which hindered their Proceeding to make the *Award.* And the Court held this a Breach of the Rule, and granted an Attachment *Niſi Cauſa.* Salk. 73. pl 10. Farreſley 8.

Upon a Submiſſion to the *Award* of the three Foremen of the Jury, who made their *Award*, the *Defendant* moved to ſet it aſide; becauſe they went on without giving him Time to be heard, or produce a Witneſs; and *Holt*, Chief Juſtice, ſaid, the *Arbitrators* being Judges of the Party's own chuſing, the Party ſhall not come and ſay, they have not done him Juſtice; and put the Court to examine it: *Aliter*, where they exceed their Authority; however the *Award* was examined Salk. 73. pl. 11.

amined and confirmed, and the *Plaintiff* moved for an Attachment for not performing it; and the Court held, that the Non-performance while the Matter was *ſub Judice*, was no Contempt; then the Plaintiff moved for his Coſts, and that was denied; upon which *Powel*, Juſtice, ſaid, that ſeeing they could not give the Party any Coſts, he ſhould never be for examining into *Awards* again.

H. bound himſelf in a Bond to ſtand
Salk. 73. pl. 11. to the *Award* of *I. S.* which Submiſſion was made a Rule of Court. The Party for whoſe Benefit the *Award* was made, moved the Court for an Attachment of *Non-performance*, which was granted; pending, that he brought an Action of Debt upon the Bond; upon this Serjeant *Darnell* moved, that he might not proceed both Ways, and likened it to the Caſes, where the Court ſtays Actions on Attornies Bills, while the Matter is under Reference before the Maſter, *ſed per Curiam.* The Motion was denied, and this Difference taken; where the Court relieves the Party by way of Amends in a ſummary Way, as in the Caſe cited, there it is reaſonable; otherwiſe here, where the Plaintiff has no Satisfaction upon the Attachment, and the Defendant was put to anſwer Interrogatories.

Attachment lies not, for not per-
Salk. 87. pl. 1. forming an Award made upon a Rule of Court, without a perſonal Demand. *Holt*, Chief Juſtice, remembered the firſt Attachment of this Kind, was in Sir *John Humble*'s Caſe, in *Kelyng*'s Time, in which, and ever ſince, a perſonal Demand has been thought neceſſary. In ſuch Caſes of *Awards*, though they be not legally good, an Attachment lies for *Non-performance*; *Aliter*, if impoſſible; but the Party is excuſed as to that Part which is impoſſible only.

Debt an Obligation to perform an
1 *Cro.* 211. *Award*, which was, that the Defendant ſhould enjoy a Houſe, of which the Plaintiff was Leſſee for Years, during the Term, paying to the Plaintiff 20*s.* yearly; and for Non-payment of this, the Action was brought; and it was held to lie.

The Form of an Award made by two Arbitrators on a Submiſſion.

TO ALL PEOPLE to whom this preſent Writing indented of *Award* ſhall come. We *E. F.* of, *&c.* and *G. H.* of, *&c.* ſend greeting. *Whereas* there are ſeveral Accounts depending, and diverſe Controverſies and Diſputes have lately ariſen, between *A. B.* of *&c.* of, the one Part, and *C. D.* of, *&c.* of the other Part, touching and concerning, *&c.* And whereas for putting an End to the ſaid Differences and Diſputes, they, the ſaid *A. B.* and *C. D.* by their ſeveral Bonds or Obligations, bearing Date, *&c.* are reciprocally bound each to the other, in the penal Sum of, *&c.* to ſtand to, abide, perform, and keep the *Award*, Order, and final Determination of us, the ſaid *E. F.* and *G. H.* Arbitrators, indifferently choſen, between the ſaid Parties, to arbitrate, *&c.* *(as in the Bond)* ſo as the ſaid *Award* be made in Writing, under our Hands and Seals, and ready to be delivered to the Parties in Difference, on or before, *&c.* next, as by the ſaid in Part recited Bonds, or Obligations, with the Conditions thereunder written may appear. *Now know ye*, that we the ſaid Arbitrators, whoſe Names are hereunto ſubſcribed, and Seals affixed, taking upon us the Burden of the ſaid Award, and having fully examined, and duly conſidered the Proofs and Allegations of both the ſaid Parties, *do*, for the ſettling Amity and Friendſhip between them, make and publiſh this our *Award*, by and between the ſaid Parties, in Manner following; that is to ſay, *firſt*, We do award and order, that all Actions, Suits, Quarrels, and Controverſies whatſoever had, moved, ariſen or depending between the ſaid Parties, in Law or Equity, for any Manner of Cauſe whatſoever, touching the ſaid Premiſes, to the Day of the Date hereof, ſhall ceaſe and be no farther proſecuted; and that each of the ſaid Parties ſhall bear and pay his own Coſts and Charges, in any wiſe relating to, or concerning the ſame Premiſes; and we do alſo *award* and order, that the ſaid *A. B.* ſhall pay, or cauſe to be paid to the ſaid *C. D.* the Sum of, *&c.* within the Space of, *&c.* And farther, we do hereby award and order, that the ſaid *C. D*, ſhall, on or before, *&c.* pay or cauſe to be paid to the ſaid *A. B.* the Sum of, *&c.* or give ſufficient Security for the ſame to the ſaid *A. B.* *And laſtly*, we do *award* and order, that the ſaid *A. B.* and *C. D.* on the Receipt of the ſeveral Sums of, *&c.* ſhall in due Form of Law, execute each to the other of them, or to the other's Uſe, general Releaſes, ſufficient in the Law, for the Releaſing, by each to the other of them, his Heirs, Executors, and Adminiſtrators, of all Actions, Suits, Arreſts, Quarrels, Controverſies, and Demands whatſoever, touching or concerning the Premiſes aforeſaid, or any Matter or Thing thereunto relating, from the Beginning of the World to the Day of the Date, *&c.* *(here mention the Date of the Arbitration Bonds)* laſt paſt. *In Witneſs whereof we have hereunto ſet our Hands and Seals, the,* &c. *in the Year,* &c.

An Umpirage, for want of a Determination by Arbitrators choſen.

TO ALL, &c. I *J. K.* of, &c. ſend greeting. *Whereas* there are ſeveral Accounts depending, &c. *(here go on as in the former Award, until you come to* to ſtand to, &c.*)* the Award, Order, and final Determination, of *E. F.* of, &c. and *G. H.* of, &c. Arbitrators, indifferently choſen, between the ſaid Parties, to arbitrate, &c. *(as in the Condition of the Bonds)* ſo as the ſaid Award was made in Writing, under the Hands and Seals of the ſaid Arbitrators, and ready to be delivered to the Parties in Difference, on or before, &c. laſt paſt; and if the ſaid Arbitrators did not draw up the ſaid Award in Writing, and deliver the ſame as aforeſaid, on, or before the ſaid, &c. then the ſaid Parties were to ſtand to, abide, obſerve, perform and keep the Award, Umpirage, final End and Judgment of me, the ſaid *I. K.* Umpire indifferently choſen, between the ſaid Parties, for the compoſing and ending of the Differences aforeſaid; ſo as my ſaid Award, Umpirage, and Determination be made in Writing, under my Hand and Seal, and ready to be delivered to the ſaid Parties, on or before, &c. as by the ſaid in Part recited Bonds or Obligations, with the Conditions thereunder written may appear. *And whereas* the ſaid *E. F.* and *G. H.* did not make up their ſaid Award between the ſaid Parties, within the Time limited by the ſaid in Part recited Bonds or Obligations, as aforeſaid; whereby, and on which Account, the Compaſſing, Ending, and Determining, of the ſaid Differences and Matters in Diſpute now depends wholly upon me. NOW KNOW YE, that I, the ſaid *I. K.* having taken upon me the Buſineſs and Charge of the ſaid Award and Umpirage, and being willing to ſet the ſaid Parties at Peace and Concord, by making a final End of the Controverſies between them; and having deliberately and at large, heard, examined, and duly conſidered, the Grievances, Allegations, Titles, Vouchers, and Evidences of both the ſaid Parties, in Relation to the ſaid Premiſes in Diſpute, *do* make, publiſh, declare and deliver this my Award, or Umpirage, in the Manner following; that is to ſay, *Firſt*, I arbitrate, award, judge, order, and determine, that, &c. *(here inſert the ſeveral Particulars of the Award)* in Witneſs, &c.

An Award or Umpirage by a ſingle Perſon elected to arbitrate.

TO ALL, &c. I *E. F.* of, &c. ſend greeting; *Whereas*, &c. *(here go on as in the Award made by two Arbitrators, until you come to,* ſtand to, &c.*)* the Award, Order and final Determination of me the ſaid *E. F.* indifferently elected and choſen between the ſaid Parties, to arbitrate, &c. *(as in the Conditions of the Bonds)* ſo as my ſaid Award or Umpirage be made in Writing, under my Hand and Seal, and ready to be delivered to the ſaid Parties, on or before, &c. as in and by the ſaid in Part recited Bonds, or Obligations, and the Conditions thereof may appear. *Now know ye*, that I, the ſaid *E. F. (here go on as in the laſt Precedent)* In Witneſs, &c.

The Form of a Submiſſion to an Arbitration, in order to make it a Rule of Court.

BE it remembered, that *A. B.* of, &c. and *C. D.* of, &c. being deſirous finally to end and determine diverſe Controverſies, Suits, and Quarrels, that have lately ariſen between them, did on, &c. agree to ſubmit, and refer all the ſaid Controverſies, Suits, and Quarrels, to the Award and Determination of *E. F.* of, &c. and *G. H.* of, &c. Arbitrators, for that End indifferently choſen, by the ſaid Parties; which ſaid Award is to be made in Writing, under the Hands and Seals of the ſaid Arbitrators, and ready to be delivered to the ſaid Parties, on or before, &c. And the ſaid Parties did mutually promiſe and oblige themſelves, that they would obey, perform and execute ſuch Award, as the ſaid Arbitrators ſhould make in the Premiſes. Now the ſaid Parties do farther agree, that the ſaid Submiſſion ſhall be made a Rule in his Majeſty's Court of, &c. at *Weſtminſter*, and that they will be finally concluded by the Arbitration that ſhall be made in the Premiſes by the ſaid Arbitrators, purſuant to ſuch Submiſſion. *Witneſs*, &c.

I ſhall add to the preceding Specimens, the Form of a general Releaſe, as Part of an Award; and with it, ſhut up this Chapter.

KNOW all Men by theſe Preſents, that I *A. B.* have remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents, do, for me, my Heirs, Executors, and Adminiſtrators, remiſe, releaſe, and for ever quit-claim, unto *C. D.* his Heirs, Executors, and Adminiſtrators, all, and all Manner of Action, Cauſe and Cauſes of Actions, Suits, Bills, Bonds, Writings, Obligations, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages, and Demands whatſoever, both in Law or Equity, or otherwiſe howſoever, which againſt the ſaid *C. D.* ever had, now have, and which I, my Heirs, Executors, and Adminiſtrators, ſhall, or may have,

have, claim, challenge, or demand, for, or by Reaſon, or Means of any Matter, Cauſe, or Thing, from the Beginning of the World, to the Day of the Date of theſe Preſents. *In Witneſs whereof*, I have hereunto put my Hand and Seal, the Day of, *&c.*
A. B.

Sealed and delivered in the Preſence of

R. M.
S. E.

Of Aliens, Naturalization, and Denization.

25 *Edw.* III. C. 2. AN ALIEN is one born in a ſtrange Country, out of the Allegiance of the King, being quite contrary to a Denizen or natural Subject though a Man born out of the Land, provided the Place of his Nativity, be in any of his Majeſty's Dominions beyond Sea, or born of *Engliſh* Parents, out of the Obedience of the King, if the Parents at the Time of his Birth were of ſuch Obedience, is no *Alien.*

7 Rep. And if one born out of the King's Obedience, come and reſide in *England*, his Children begotten and born here, are not *Aliens*, but Denizens.

11 and 12 *Will.* III. C. 6. All Perſons being the King's natural born Subjects, may inherit, as Heirs, though their Anceſtors were Aliens.

7 Rep. 11. If an Ambaſſador have any Children in a foreign Country, by a Wife, who is an *Engliſh* Woman, they are by the Common Law natural born Subjects, and not *Aliens.*

Cro. Car. 605. *March* 19. And if an *Engliſh* Merchant reſiding beyond Sea, marries a Woman of the Country by whom he has a Child, and then dies, this Child is born a *Denizen*, and ſhall be Heir to him, notwithſtanding the Wife be an Alien.

Danv. Abr. 324. Thoſe which are born in the *Engliſh* Plantations, are Subjects born, as are thoſe likewiſe born on the King of *England*'s Seas.

37 Rep. 18. There are two Incidents that are regularly neceſſary to make one a Subject born; *Firſt*, that his Parents at the Time of his Birth, be under the actual Obedience of the King; or, *Secondly*, that the Place of his Birth be within the King's Dominions.

Cro. Jac. 539. It is the Place of Birth that makes the Diſability of an *Alien*, to have Lands, *&c.* the Blood is not the Diſability, but the Place where born.

An *Alien* can hold no Land by Deſcent or Purchaſe, or be Tenant by the Courteſy, or in Dower. 5 Rep. 502.

An *Alien* may purchaſe a Houſe for Years, for an Habitation during his Reſidency, neceſſary for his Trade, (though not Lands) and if he, being a Merchant, leaves the Realm, the King ſhall have the Leaſe; and if he dies here poſſeſſed thereof, his Executors or Adminiſtrators ſhall not have it, but the King, he having it only as a Habitation for his Trade; and if an Alien be no Merchant, the King ſhall have his Leaſe for Years, tho' it were for his Habitation. 7 Rep. 18. 1 Inſt. 2. 129. 2 Inſt. 741.

The Law is the ſame if he takes a Leaſe of Meadows, Lands, Woods, or Paſtures; the King ſhall have the ſame, for the Law provides him nothing but an Habitation, to trade and traffic in as a Merchant. *Paſch.* 29. *Eliz.* Sir *James Croft*'s Caſe by the Judges.

An Alien can have no real, or perſonal Action for, or concerning Lands, Tenements, or Hereditaments, to him and his Heirs, albeit he can have no Heir, yet he is of Capacity to take a Fee Simple, but not to *hold*; for the King upon *Office* found ſhall have it by his Prerogative. 1 Inſt. 2.

A Deviſe of Lands to an *Alien* is void. 4 *Leon.* 82.

And if a Man be bound to an *Alien* Enemy, in an Obligation, the Bond is void to him, but the King will have it. 1 *Lev.* 59. *Danv.* Abr. 322.

Aliens may obtain Goods, and perſonal Eſtate, by Trade, *&c.* and may maintain Actions for the ſame; they may alſo have Actions of Aſſault and Battery, and for Support of their Credit. 1 *Bulſt.* 134.

But they cannot bring any real Action, unleſs it be for a Houſe, for a neceſſary Habitation, being for the Benefit of Trade. 7 Rep.

Terms *de Ley* 56.

And an *Alien* Enemy cannot maintain any Action whatſoever, nor get any thing lawfully within this Realm.

Hob. 271.

Aliens living under the Protection of the King, may have the Benefit of a general Pardon.

2 Inſt. 17.

No *Alien* ſhall be returned on any Jury, nor be ſworn for Trial of Iſſues between Subject and Subject, *&c.* but where an *Alien* is Party in a Cauſe depending, the Inqueſt of Jurors are to be half *Denizens* and half *Aliens*; but in Caſes of High Treaſon this is not allowed.

Hob. 270.

An *Alien* ſhall not have any Vote in the Choice of Knights of the Shire, or Burgeſſes to Parliament.

12 *Will.* III. C. 2.

And all *Aliens* are incapable of being Members of Parliament, enjoying Offices, *&c.*

1 *Brownl.* 42.

If an Action is brought againſt an *Alien*, and there is a Verdict, and Judgment againſt him, yet he may bring a Writ of Error, and be Plaintiff there, and that ſuch Plea is not good in that Caſe.

Goldſbour. fol 29. *Mich.* 30 *Eliz.* *Coke* 5 Part. *Page's* Caſe, fol 52.

Though an *Alien* may purchaſe and take that which he cannot keep or retain, yet the Law hath provided a Mean of Inquiry before he can be diveſted of the ſame, for until ſome *Office* be found, the Freehold is in him.

Moore 4. *Walton* ver. *Maſhum.* *Dyer* 282.

And this Office, which is to gain to the King a Fee, or Freehold, muſt be under the *Great Seal of England*, for a Commiſſion under the *Exchequer Seal* is not ſufficient to entitle the King to the Lands of an Alien born, for the Commiſſion is what gives the King a Title, for before that he hath none.

Lucas's Rep. 91. 94. 120. 122. 124. 136.

An *Alien* cannot purchaſe Lands for his own Benefit, but he may for that of the Crown; therefore if Land be deviſed to an *Alien*, the Crown ſhall have it; yet if an *Alien*, Tenant in Tail, ſuffers a common Recovery before Office found, the Recovery is good.

3 *Cro.* 123. *Plowd.* Com. 477.

If an *Alien*, and a Subject born, purchaſe Lands to them and their Heirs, they are *Joint Tenants*, and ſhall join in Aſſize, and the Survivor ſhall hold Place till *Office* found.

By the finding of this *Office*, the Party is out of Poſſeſſion, if the ſame be of Houſes or Lands, or ſuch Things as do lie in Livery; but of Rents, Common, Advowſons, and other Inheritances incorporeal, which lie in Grant, the Alien is not out of Poſſeſſion, (be they Appendant or in Groſs) thereſore if an Information or an Action be brought for the ſame, the Party may traverſe the *Office*, in that Court where the Action or Information is brought for the King.

* 29 Aſſize, 30, 31, 32. AſſizeTravers 32.

And if the King obtains not the Poſſeſſion within the Year after the *Office* found, he cannot ſeize * without a *Scire Facias.*

13 and 14 *Car.* II. C. 11. S. 10.

An *Alien* Infant under the Age of twenty-one Years, cannot be a Merchant Trader within this Realm, nor can he enter any Goods in his own Name at the Cuſtomhouſe.

14 and 15 *H.* VIII. C. 4.

If an *Engliſhman* ſhall go beyond Sea, and ſhall there ſwear Allegiance to any *foreign Prince* or *State*, he ſhall be eſteemed an *Alien*, and ſhall pay the ſame Impoſition as they; but if he returns and lives in *England*, he ſhall be reſtored to his Liberties.

Lord *Raym.* 282.

An *Alien* Enemy commorant here by the King's Licence, and under his Protection, may maintain Debt upon Bond, although he came not with ſafe Conduct.

Cro. Jac. 539. *Dr.* and *St.* *Di.* 1. C. 7.

The eldeſt Son of an *Alien* (being alſo an *Alien*) cannot inherit, but the Land ſhall deſcend to the Younger Brother, if a Denizen; as for Inſtance, if there be three Brothers, of which the eldeſt is an Alien, the other two naturalized, and the middle Brother purchaſes and dies without Iſſue, the younger Brother ſhall have the Land.

Concerning the Rule of Deſcent, a Proximity of Blood is not ſo much to be regarded as the *Municipal* Laws of the Country in which the Queſtion ariſeth, for the ſeveral Laws of diverſe Kingdoms have variouſly diſpoſed the Manner of Deſcents, even in the ſame Line and Degree of Nearneſs; for Inſtance, the Father certainly is as near of Kin to the Son, as the Son is to the Father, and is nearer in Proximity than a Brother, and therefore ſhall be preferred as next of Kin in Adminiſtration to the Son's Eſtate.

Lit. S. 3.

According to the Laws of *England*, the Son's dying without Iſſue, or Brothers or Siſters, the Father cannot ſucceed, but it deſcends to the Uncle.

There

There are two Kinds of Deſcent, according to the common Law of this Realm, *viz.* 1 Inſt. 10.

1ſt. *Lineal*, from the Father, or Grandfather, to the Son, or Grandſon; and *Hales*'s Hiſtory of the Law. C. 1.

2dly. *Collateral*, or *Tranſverſed*; as from Brother to Siſter, Uncle to Nephew, and *e converſo:* and both theſe again are of two Sorts:

1ſt. *Immediate*, as in Lineals, from Father to Son;

2dly. *Mediate*, as in Lineals, from Grandfather to Grandchild; where the Father dying in the Life-time of the Grandfather, is the *Medium Differens* of the Deſcent. Collateral, as in Lineal, from Uncle to Nephew, or *e converſo*. *Grot.* de Jure Belli ac Pac. Lib. 2. C. 7.

And this mediate Deſcent, or mediate Anceſtor, though to many Purpoſes it may be immediate; for the Father dying in the Life-time of the Grandfather, the Son ſucceeds in Point of Deſcent in the Lands immediately to the Grandfather; and in a Writ of *Entry* ſhall be ſuppoſed to be in the Grandfather, and not in the *poſt & cui.*

This is called a mediate Deſcent, becauſe the Father is the *Medium* through whom the Son derives his Title to the Grandfather.

In *Immediate* Deſcents there can be no Impediment but what ariſes in the Parties themſelves; for Inſtance, the Father ſeized of Lands, the Impediment that hinders the Deſcent, muſt be in the Father or Son, as if either of them be an *Alien.*

In *Mediate* Deſcents the Diſability of being an *Alien*, in him that is called the *Medius Anteceſſor*, will diſable a Perſon to take by Deſcent, though he himſelf have no ſuch Diſability.

In Lineal Deſcents, if the Father be an *Alien*, and hath Iſſue a *Denizen* born, and die in the Life-time of the Grandfather; the Grandfather dies ſeized, the Son ſhall not take, but the Land ſhall *eſcheat.*

In *Collateral* Deſcents, *A.* and *B.* Brothers: *A.* is an *Alien*, and has Iſſue *C.* a Denizen born; *B.* purchaſes Lands, and dies without Iſſue; *C.* ſhall not inherit, becauſe *A.* which was the *Medius Anteceſſor*, or *Medium Differens*, is incapable. *Dyer* 274. *Gray*'s Caſe.

But in any Deſcents, the Impediment in an Anceſtor, who is not *Medius Anteceſſor*, from whom, and to whom, will not impede the Deſcent.

As for Inſtance; the Grandfather and Grandmother being both *Aliens*, have Iſſue, the Father, a *Denizen*, who hath Iſſue the Son, a *natural born Subject*; the Father purchaſes Lands, and dies, the Son ſhall be Heir to the Father, notwithſtanding the Diſability of the Grandfather (and yet all the Blood that the Father hath, is derived from his diſabled Parents) for they are not *Medii Anteceſſores*, between the Father and the Son, but *paramount.* *Courtney*'s Caſe. Com. ' : Coron. Fol. 541.

The Law does not hinder, *but that an Alien is of the ſame Degree and Relation of Conſanguinity, as natural born Subjects, or Denizens born*, the Son, the Father, and Brother, though *Aliens*; the Son, Father, and Brother, our Law takes Notice of as well as natural born Subjects; and ſo it was adjudged, for he ſhall be preferred in *Adminiſtration*, though an *Alien*, *as next of Kin.* *Crook* Car. 8. 9. *Caroon*'s Caſe.

But in Caſes of *Inheritance*, the Law takes *no Notice of him*, and therefore, as he ſhall not take by Deſcent, ſo he ſhall not *impede* the Deſcent to the younger Brother; as for Inſtance, *A.* an *Alien*, *B.* and *C.* naturalized by Act of Parliament (all Brothers) *B.* purchaſes Lands, and dies, *ſine Prole* (without Iſſue) *C.* ſhall inherit, and not *A.* 29 *Edw* III. Tit. Cozenage 5.

A. an *Alien*, *B.* and *C.* his Brothers, both naturalized by Act of Parliament; *B.* purchaſes Lands and dies without Iſſue, the ſame ſhall not come to *A.* nor to his Iſſue (though a *Denizen)* but ſhall come to *C.* and his Iſſue; the Law taking no Notice of *A.* as to *impede* the Succeſſion of *C.* or his Iſſue, though it work a *conſequential Diſability*, to bar the Iſſue of *A.* parallel to what the Law calls Corruption of Blood, which is a Conſequent of Attainder. *Ramſey*'s Caſe. 15 *Car.* II. in Com. Ban.

Again, in Lineal Deſcent, if there be a Grandfather, a natural born Subject, the Father an *Alien*, and the Son a natural born Subject; the Father is made a *Denizen*, yet he ſhall not inherit the Grandfather; and if the Father dies in the Life of the Grandfather, the Grandchild, *though born after the Denization*, doth not remove either the perſonal, nor conſequential Impediments, or Incapacity of the Father.

In *Collateral* Deſcents, the Father, a natural born Subject, has Iſſue two Sons *Aliens*, who are both made *Denizens*; one dies without Iſſue, the other ſhall not inherit him. *Godfrey* and *Dixon*'s Caſe. *Godb.* 275.

A. an *Alien*, marries an *Engliſh* Woman, who is ſeized of Lands, and has Iſſue, the Father and Mother die, Cro. *Jac.* 539. 2 *Roll*'s Rep. 92.

Vaughan 285. die, yet the Iſſue may inherit the Mother, *non obſtante* the Incapacity of the Father being an *Alien*.

Levinz. 59. 25 *Edw.* III. *Cro. Car.* 601. The Statute *de Natis ultra Mare*, declares the Iſſue born of an *Engliſh* Man upon an *Engliſh* Woman, ſhall be a *Denizen*; and the Conſtruction has been, though an *Engliſh* Merchant marries a Foreigner, and has Iſſue by her born beyond the Seas, that Iſſue is a natural born Subject.

Cro. Car 601. *Bacon*'s Caſe. But if an *Engliſh* Woman goes beyond the Sea, and there marries an *Alien*, and has Iſſue beyond the Sea, that Iſſue are *Aliens*.

Prowde's Caſe of *Kent*. Yet if an *Engliſh* Woman marries an *Alien* beyond the Seas, and then comes into *England*, and has Iſſue, they are not *Aliens*, but may inherit.

12 *Car.* II. C. 18. S. 2. No *Alien*, or Perſon not born within the Allegiance of the King, or naturalized, or made a free *Denizen*, ſhall exerciſe the Occupation of a Merchant, or Factor, in any of his Majeſty's Plantations or Territories in *Aſia*, *Africa*, or *America*, upon Pain of Forfeiture of all his Goods, or which are in his Poſſeſſion, *&c.*

9 *Ann.* C. 21. S. 53. All ſuch Perſons as ſhall be born on board any of the Ships employed about the Trade of the *South Sea* Company, or in any of the Places which ſhall be diſcovered or poſſeſſed by the Company, ſhall be deemed natural born Subjects.

1 Inſt. 8. 129. Naturalization is the Making an *Alien* the King's *natural* Subject by Act of Parliament, whereby he becomes as much a Subject to all Intents and Purpoſes, as if he was born ſo; for by *Naturalization*, a Perſon's Iſſue, before the *Naturalization*, ſhall inherit.

A Stranger, *naturalized* by Act of Parliament, may have Lands by Deſcent, as Heir at Law, as well as have them by Purchaſe; but until he is *naturalized*, or made Denizen, a Stranger is not generally under the King's Protection, to have the Benefit of the Laws.

7 *Jac.* I. C. 2. No Perſon of the Age of eighteen Years or above, ſhall be naturalized, unleſs he have received the Lord's-Supper within one Month before any Bill, exhibited for that Purpoſe, and alſo ſhall take the Oath of Supremacy and Allegiance in the Parliament Houſe, before his Bill be twice read; and the Lord Chancellor, if the Bill begin in the Upper Houſe, and the Speaker of the Commons Houſe, if the Bill begin there ſhall have Authority during the Seſſion to miniſter ſuch Oaths.

The Clauſe in the Act 12 *Will.* III. Cap. 2. whereby it is enacted, that no Perſon born out of the Kingdoms, though he be naturalized, except ſuch as are born of *Engliſh* Parents, ſhould be capable to be of the Privy-Council, *&c.* ſhall not extend to diſable any Perſon, who, before his Majeſty's Acceſſion to the Crown, was naturalized. 1 *Geo.* I. C. 4. S. 1.

No Perſon ſhall be naturalized, unleſs in the Bill exhibited for that Purpoſe, there be a Clauſe to declare, that ſuch Perſon ſhall not be enabled to be of the Privy-Council, or a Member of either Houſe of Parliament, or enjoy any Office of Truſt, or have any Grant from the Crown; and no Bill of *Naturalization* ſhall be received without ſuch Clauſe. S. 2.

Children born out of the Allegiance of the Crown of *Great-Britain*, whoſe Fathers ſhall be natural born Subjects, ſhall, by Virtue of the Act 7 *Ann.* Cap. 5. and of this Act, be natural born Subjects. 4 *Geo.* II. C. 21. S. 1.

Provided that nothing in 7 *Ann.* Cap. 5. or this Act, ſhall make any Children, born out of the Ligeance of the Crown, to be natural born Subjects, whoſe Fathers, at the Time of the Birth of ſuch Children, were, or ſhall be attainted of High Treaſon, either in this Kingdom or in *Ireland*, or were liable to the Penalties of High Treaſon or Felony in caſe of their Returning into this Kingdom or *Ireland*, without Licence of his Majeſty; or were, or ſhall be in the Service of any foreign State, then in Enmity with the Crown of *Great-Britain*. S. 2.

If any Child, whoſe Father, at the Time of the Birth of ſuch Child, was attainted of High Treaſon, or liable to the Penalties of High Treaſon or Felony in Caſe of returning without Licence, or was in the Service of any foreign State in Enmity with the Crown (excepting all Children of ſuch Perſons who went out of *Ireland* in Purſuance of the Articles of *Limerick*) hath come into *Great-Britain*, or *Ireland*, or any other of the Dominions of *Great-Britain*, and hath continued to reſide within the Dominions aforeſaid for two Years, at any Time between the 16th of *November*, 1708, and the 25th of *March*, 1731, and during ſuch Reſidence hath profeſſed the Proteſtant Religion, or hath come into *Great-Britain*, *&c.* and profeſſed the Proteſtant Religion, and died within *Great-Britain*, *&c.* at any Time between the ſaid 16th of *November*, 1708, and the 25th of *March*, 1731, or hath continued in the S. 3.

the actual Poſſeſſion, or Receipt of the Rents of any Lands in *Great-Britain*, *&c.* for one Year, at any Time between the ſaid 16th of *November*, 1708, and the 25th of *March*, 1731; or hath *bona fide* ſold or ſettled any Lands in *Great-Britain* or *Ireland*, and any Perſon claiming Title thereto, under ſuch Sale or Settlement, hath been in actual Poſſeſſion or Receipt of the Rents thereof for ſix Months, between the ſaid 16th of *November*, 1708, and the 25th of *March*, 1731, every ſuch Child ſhall be deemed a natural born Subject of the Crown of *Great-Britain*.

13 *Geo.* II. p. 125. And for the better Encouraging foreign Seamen to ſerve on board *Britiſh* Ships, it is farther enacted, that every ſuch foreign Seamen, who ſhall, after the firſt Day of *January*, 1739, have ſerved during the War on board any *Britiſh* Man of War, Merchant Ship, or Privateer for two Years, ſhall be deemed a natural born Subject of *Great-Britain*, and ſhall enjoy all the Privileges, *&c.* as an actual Native of *Great-Britain*.

Provided that no Perſon thus naturalized, ſhall be of the Privy-Council, a Member of either Houſe of Parliament, or have any Place of Truſt, civil or military, or have any Grant of Lands, *&c.* from the Crown.

13 *Geo.* II. P. 167, 168. Enacted, that after the 1ſt Day of *June*, 1740, all Foreigners, who have inhabited or ſhall inhabit, for ſeven Years or more, in any of our *American* Colonies, and ſhall not be abſent from ſome of the ſaid Colonies more than two Months at any one Time during the ſaid ſeven Years; and ſhall take and ſubſcribe the Oaths, and make, repeat, and ſubſcribe the Declaration appointed by the Act of 1 *Geo.* I. or being a *Quaker*, ſhall make and ſubſcribe the Declaration of Fidelity, and take and affirm the Effect of the Abjuration Oath, appointed by the Act 8 *Geo.* I. and alſo make and ſubſcribe the Profeſſion of his Chriſtian Belief, appointed by the Act 1 *W.* and *M.* before any one of the Judges of the Colony, wherein ſuch Perſons have inhabited, or ſhall inhabit, ſhall be adjudged to be his Majeſty's natural born Subjects of this Kingdom, to all Intents and Purpoſes, as if they had been really born in the ſame; that the ſaid Judges ſhall give the ſaid Oaths, *&c.* in open Court, between the Hours of nine and twelve in the Forenoon, which ſhall be entered in the ſame Court, and alſo in the Secretary's Office of the Colony wherein ſuch Perſon ſhall ſo inhabit; for doing whereof two Shillings ſhall be paid at ſuch reſpective Place, under the Penalty of 10*l.* for every Neglect: Every Secretary is alſo required to make ſuch Entry, in a Book to be kept for that Purpoſe in his Office, on Notification by a Judge of the ſame Colony, under the like Penalty. P. 169.

All Perſons duly qualifying themſelves to be naturalized (except *Quakers* or *Jews*) ſhall receive the Sacrament of the Lord's Supper in ſome Proteſtant Congregation in *Great-Britain*, or in ſome of the *American* Colonies, within three Months next before their Taking and Subſcribing the ſaid Oaths and Declaration; and ſhall at the Time of Taking and Subſcribing the ſaid Oaths, *&c.* produce a Certificate, ſigned by the Perſon adminiſtring the ſaid Sacrament, and atteſted by two credible Witneſſes, whereof an Entry ſhall be made in the Secretary's Office of the Colony wherein they ſhall inhabit, as alſo in the Court where the ſaid Oaths ſhall be taken, without Fee or Reward.

Whenever a *Jew* preſents himſelf to take the Oaths purſuant to this Act, the Words (*upon the true Faith of a Chriſtian*) ſhall be omitted in adminiſtring the ſame; and the taking the ſaid Oaths without thoſe Words, as the *Jews* were permitted to take the Oath of Abjuration by the Act of 10 *Geo.* I. ſhall be deemed a ſufficient Taking according to this Act. P. 170.

A Certificate under the Seal of any of the ſaid Colonies, of any Perſon's having conformed in the ſeveral Particulars required by this Act, ſhall be deemed a ſufficient Teſtimony thereof, and of his being a natural born Subject of *Great-Britain*, to all Intents and Purpoſes, in every Court within the King's Dominions.

The Secretary of every reſpective Colony ſhall ſend over to the Commiſſioners of Trade at *London*, at the End of every Year, to be computed from the 1ſt of *June*, 1740, exact Liſts of the Names of all Perſons who have that Year entitled themſelves to the Benefit of this Act, under Penalty of 50*l.* for every Neglect; all which Liſts ſhall be entered in a Book, by the ſaid Commiſſioners, to be kept at the Office for publick View. P. 171.

Provided that no ſuch naturalized Perſon ſhall be of the Privy-Council, or a Member of either Houſe of Parliament, or capable of enjoying any Place of Truſt in *Great-Britain* or *Ireland*, civil or military, or of taking any Grant from the Crown to himſelf, or any in Truſt for him, of any Lands, *&c.* in *Great-Britain* or *Ireland*.

After

20 *Geo* II. P. 935, 936. After reciting the beforementioned Act, it adds, and as many of the People of the Congregation called the *Moravian* Brethren, and other foreign Proteſtants, not *Quakers*, who ſcruple the Taking of an Oath, are ſettled in his Majeſty's Colonies in *America*, and demean themſelves there as a ſober, quiet, and induſtrious People, and many others of the like Perſuaſion are deſirous to tranſport themſelves thither; and if the Benefit of the ſaid Act of 13 *Geo.* II. were extended to them, they who are now there, would thereby be encouraged to continue their Reſidence, and others would reſort thither in greater Numbers; whereby the ſaid Colonies would be improved, their Strength increaſed, and their Trade extended; *it is therefore enacted*, that

P. 937. from and after the 25th of *December*, 1747, all foreign Proteſtants, who conſcientiouſly ſcruple the Taking of an Oath, and who are born out of the Ligeance of his Majeſty, who have or ſhall reſide for ſeven Years in any of his Majeſty's Colonies in *America*, and ſhall not have been abſent out of ſome of them longer than two Months at any one Time during the ſaid Term, and ſhall qualify themſelves, as by the recited Act of 8 *Geo.* I. and 1 *W.* and *M.* is directed, before the Chief or other Judge of the Colony wherein they reſpectively have or ſhall ſo reſide, ſhall be deemed to be his Majeſty's natural born Subjects, to all Intents and Purpoſes, as if they had been born within this Kingdom; which ſaid Affirmation, and Subſcription of the ſaid Declaration, the ſaid Chief, or other Judge, is to adminiſter and take, and the ſame ſhall be done in every Reſpect, as in the ſaid recited Act of 13 *Geo.* II. is ſet forth and directed, and Liſts ſhall be tranſmitted, *&c.*

P. 938. No Perſon ſhall be naturalized by Virtue of this Act, unleſs he ſhall have received the Sacrament, *&c.*

The Proviſions contained in the Act of 13 *Geo.* II. *&c.* ſhall extend to foreign Proteſtants, who conſcientiouſly ſcruple the Taking of an Oath, and who ſhall be qualified as aforeſaid.

The ſaid foreign Proteſtants ſhall enjoy the Privileges of natural born Subjects, and all the Benefits of this Act, and the ſaid Act of 13 *Geo.* II.

No Perſon who ſhall become a natural born Subject of this Kingdom by Virtue of this Act, ſhall be of the Privy Council, *&c.*

Nothing in this Act, or in the recited Act of 13 *Geo.* II. ſhall extend to naturalize any Perſon, who by Virtue of an Act of 4 *Geo.* II. (intituled, *an Act to explain a Clauſe in* 7 *Annæ*, &c.) is enacted not to be intitled to the Benefit of the ſaid Act of 7 *Annæ*, but all ſuch Perſons ſhall remain in the ſame State and Condition to all Intents and Purpoſes, as they would have been in if the ſaid recited Act of 13 *Geo.* II. or this Act had never been made.

According to Law, no one can be naturalized but by Act of Parliament, and that cures the Defect as if they had been born in *England*; and Acts of this Nature may be ſo penned, as to cure Defects in the Father or Anceſtor, as well as in the Parties themſelves, which it will not do except expreſs Words to that Purpoſe are inſerted. 1 Inſt. 129.

Children born of Parents Subjects within any of the Places or Guards poſſeſſed by the King's Army when in an hoſtile Manner he forcibly enters the Territories of another Prince or State, ſhall be deemed natural born Subjects, and ſtand in no need of Naturalization. *Dyer* fol. 224. Placit. 20. *Crow.* ver. *Ramſey* Lord *Vaughan* fol. 301.

It has been conceived, that a Foreigner, being naturalized in *Ireland*, may clothe him with the Title of a natural born Subject of that Country, but not qualify him as one of this.

Denization is the enfranchiſing an *Alien*, making him a Subject by the King's Letters Patent, and he is called *Donaiſon*, becauſe his Legitimation proceeds *ex Donatione Regis* (from the King's Gift) ſuch a one is enabled in many Reſpects, to do as the King's native Subjects do, to purchaſe and poſſeſs Lands, enjoy any Office or Dignity; and when he is thus enfranchiſed, he is ſaid to be under the King's Protection, or *eſſe ad fidem Regis Angliæ*, before which Time he can poſſeſs nothing in *England*. But notwithſtanding this, it is ſhort of *Naturalization*; for a Stranger naturalized may inherit Lands by Deſcent, which a *Denizen* cannot; and in the Charter, whereby a Perſon is made a *Denizen*, there is commonly contained ſome Clauſe, that expreſsly abridges him of that full Benefit which natural Subjects enjoy. *Bract.* Lib. 5. Tract 5. C. 25. 2 Inſt. 741.

When the King makes a *Denizen* by Letters Patent, he may purchaſe Lands, and his Iſſue, *born afterwards*, may inherit them; but thoſe he had before ſhall not: And though a *Denizen* is enabled to purchaſe, he cannot inherit the Lands of his Anceſtors, but as a Purchaſer he may enjoy them; and he may take Lands by Deviſe. 1 Inſt. 8. 11 Rep. 67. 5 Rep. 52.

Aliens made *Denizens* are incapable of Offices in the Government, to be Members of Parliament, *&c.* 12 *W.* III. C. 2. 1 *Geo.* I. C. 4.

It

7 Rep. It is ſo high a Prerogative to make *Aliens* Subjects and *Denizens*, that the King cannot grant this Power over to any other. *Wood*'s Inſt. 22.

Of Banks and Bankers.

A BANK is a publick Office for keeping and circulating Money, to be employed in Exchanges, Diſcounts, Government Loans, or otherwiſe diſpoſed of to Advantage and Gain.

This Word is derived from the *Italian* one *Banca* or *Banco*, as thoſe of that Nation uſed formerly to excerciſe the Function of Exchangers (or Bankers) in all the publick Places, or *Bourſes* of their trading Cities, ſeated on Forms with Benches to count their Caſh, write their Letters, and draw their Bills of Exchange on; and ſome Authors add, that when any of them had the Misfortune to fail, his Bench was broke, either as a Mark of Infamy, or to put another in its Place, and from this Occurrence they pretend the Word Bankrupt (in *French*, *Bankqueroute*) to be derived.

And from which Circumſtance, we may ſee that this Buſineſs was originally confined to private Perſons; but the Advantages ariſing from it to trading People, being very diffuſive and general, ſeveral States thought proper to incorporate ſome of the moſt conſiderable of their Subjects for the Purpoſes of carrying it on, with a greater Security to the Concerned; whilſt other Potentates retained the Protection and Management in their own Hands. *Genoa* I believe was the firſt that inſtituted a publick Bank, from which all the reſt in *Europe* were modelled, though with different Improvements, according to the Genius of the People, or the Nature and Uſefulneſs of it in the Part where it was erected; but as Credit is dependant on Trade, and the ſole Support of this Sort of Eſtabliſhments (always founded on national Securities) the Decay of the *Genoeſe* Commerce, joined to the falſe Steps they took in the late Embroils of *Europe*, haſtened the Ruin of this Mother Bank, and, it is to be feared, beyond a Poſſibility of Recovery.

There are many Banks eſtabliſhed in ſeveral of the trading Cities of *Europe*, but I ſhall only treat here of the principal ones, as at *Paris*, *Amſterdam*, *Rotterdam*, *Venice*, *Hamburgh*, and our own, omitting thoſe that are more inconſiderable, as only Copies in Miniature of the others; beginning firſt with the

Bank of VENICE.

THIS is commonly called *Banco del Gero*, on account of the continual Rotation of its Caſh, and is properly a Receptacle, or Office, for a publick Depoſite, or a general and perpetual Caſh for all Merchants and Traders.

It was eſtabliſhed by a ſolemn Edict of the Republick, which ordains, that all Payments, as well of large Purchaſes as Bills of Exchange, ſhall be only made in Bank; and that all Debtors and Creditors ſhall be obliged to pay and receive their Money there, which is effected by a ſingle Transfer from the Accounts of the one to that of the other; ſo that the Credit and Debit only change Names, without any real or effective Money being paid.

However, Payments are ſometimes made in Caſh, particularly for retail Buſineſs; or when Strangers inſiſt on Ready-Money, or ſome Perſons are better pleaſed to have their Funds in their own Keeping; and the Neceſſity of ſometimes making theſe effective Payments, was the Occaſion of opening a Ready-Money Office, for thoſe who required it. And it has been experienced, that this current Caſh has not cauſed any ſenſible Diminution in the Funds of the Bank, but on the contrary, the Liberty of withdrawing the Money at the Proprietor's Pleaſure, has rather increaſed, than leſſened them.

By this Means the Republick, without reſtraining the Liberty of Trade, and without paying any Intereſt, makes herſelf Miſtreſs of five Millions of Ducats (at which the Funds of this Bank are fixed) and at the ſame Time ſupplies the Neceſſities of State, without being obliged to have Recourſe to extraordinary Impoſitions; and the good Order always obſerved in the Bank's Adminiſtration, (for which the Republick is Security) has rendered its Eſtabliſhment ſo ſolid, that there is Room to judge it will laſt as long as the Government itſelf.

In the Bank the Writings are kept, in *Liras*, *Soldi*, and *Denari de Groſſi*, of which one *Lira* is worth ten *Ducats di Banco*, or two hundred and forty *Groſſi*, the Ducat being compoſed of twenty-four Groſſi.

The Money in Exchange is always underſtood Bank Ducats, which is imaginary, and a hundred of theſe make a hundred and twenty Ducats current, ſo that the Difference between Bank and Current Ducats is twenty *per Cent.* the Brokers being prohibited to negociate at a higher Price.

 The

The Bank is ſhut up four Times a Year, *viz.* the 20th of *March*, 20th of *June*, 20th of *September*, and the 20th of *December*; and it remains ſhut each Time for the Space of twenty Days: However this does not prevent their Negociations as well in Ready-Money as Bank, to be wrote of at its Opening.

The Bank is likewiſe ſhut up on extraordinary Occaſions, *viz.* eight or ten Days at the Carnival, and as long for Paſſion Week; it is likewiſe ſhut every *Friday*, when there is no Holiday, to make their Ballance.

The Bills of Exchange drawn for the Fairs, or otherwiſe, muſt all be payable in Bank, and a Seller cannot refuſe Payment for his Goods in the ſame Manner, except by an Agreement to the contrary.

Bills of Exchange have here ſix Days of Grace, and in Want of Payment, the Proteſt muſt be made on the ſixth Day, otherwiſe the Holder ſtands to the Damage; but from the Moment the Bank is ſhut, a Debtor cannot be forced to the Payment of Bills, neither in Ready-Money nor otherwiſe, nor can be proteſted againſt for it, till on the ſixth Day after the Bank opens, except when there is a Failure, in which Caſe every one may uſe their Diligences, provided that the Bills are fallen due.

Bank of AMSTERDAM.

THIS Bank, ſuppoſed the moſt conſiderable and richeſt in *Europe*, on the 31ſt of *January*, 1609, was eſtabliſhed by the Authority of the States General, under the Direction of the Burgomaſters of this City, who are Security for the ſame, and conſtituted themſelves perpetual Caſhiers of its Inhabitants, to whom it is of the greateſt Conveniency and Service, as Millions may be paid in a Day, by the ſimple Aſſignations of a Draught on it, without the Intervention of any real Caſh.

The Funds of this Bank are related to be ſo great as is hardly credible, many Authors quoting their Value to be, at leaſt that of three thouſand Tons of Gold, and theſe rated at a hundred thouſand Guilders *per* Ton, make, at only thirty-five Schillings *per* Pound Sterling, the prodigious Sum of 28,571,406*l.* but as this Value is unaſcertained, I ſhall give Sir *William Temple*'s Opinion of it, inſtead of my own, who ſpeaking of this Bank, in his Remarks on the State of the United Provinces, ſays, "In the City of *Amſterdam* is the Bank, ſo celebrated in all the World, on "Account of the Greatneſs of its Treaſure, which "exceeds that of all others hitherto known, real or "imaginary: The Place where it is lodged, is a great "Vault under the Town-Houſe, provided with Doors, "Locks, and every other Security neceſſary for its "Safety and Preſervation; and it is certain, that "whenever any one goes to ſee the Bank, he will "find there a very great Treaſure in Bars, and Ingots of Silver, Plate, and an incredible Quantity of Sacks full of Metal, ſaid to be Gold and "Silver, as I believe, in effect, they are; though as "there is none but the Burgomaſters who have any "Direction in this Bank; and as there is no one who "keeps any Account of what is brought in or carried "out, at different Times, it is impoſſible to know "or even gueſs, with any Exactneſs, the Proportion "there is between the real and imaginary Treaſure "of it, as it does not ſolely conſiſt in the effective "Gold and Silver, but alſo in the Credit of the City, and of the State, of which the Funds and Revenues are as great as that of ſome Kingdoms, and "it is obliged to be anſwerable for all the Money "brought in: The greateſt Payments made between "the Merchants of this City, are in Bank Bills, ſo "that it may be ſaid, that this Bank is properly the "general Cheſt, in which every one incloſes his Money becauſe they deem it there to be in greater Security, both for paying and receiving, than if they "had it in their own Coffers; and the Bank is ſo far "from being obliged to pay an Intereſt on the Money depoſited in it, that what is there, is worth "more than the current Money, in which ſmall Payments are handily made, becauſe it neither admits "nor receives any Caſh, but of the beſt and moſt "valuable Species, and thoſe that are moſt current, "as well in *Germany* as in the *Low Countries*."

By its Eſtabliſhment, it is ordained, that the Payments of Bills of Exchange, and wholeſale Goods, ſhall be only in Bank, except the Sum be under three hundred Guilders, and nothing leſs than this can be wrote into Bank, without paying ſix Stivers, (except it be to the *Eaſt* and *Weſt-India Companies*, who are exempt from this Duty, and may write in what ſmall Sums they pleaſe) ſo that the Debtor is obliged to carry his Money in there, and the Creditor from thence to receive it.

The Payments are made by a ſimple Transfer, or Aſſignation of one to the other, ſo that he that was Creditor on the Bank Books before, becomes Debtor from the Moment he has aſſigned any Sum to another, who is wrote down as Creditor in his Room.

Although the Bank of *Amſterdam* has no Account of current Caſh open like that of *Venice*, this does not hinder (notwithſtanding its Regulation) but that it ſometimes makes Payment in Ready-Money; and there are particular Caſhiers without the Bank, who make

make theſe Payments for an Eighth *per Cent.* that is to ſay, two Stivers and a half for a hundred Guilders.

This Contravention is tolerated as beneficial to Trade, foraſmuch as ſometimes one is obliged to make a Payment in effective Money, more eſpecially in retail Affairs; and it is often that ſome Perſons are better pleaſed to have their Caſh ready for Uſe elſewhere than in the publick Bank, either for Negociations or to pay Bills of Exchange, when their expreſs Tenor is to be paid out of the Bank, that is, in ready or current Money.

It is by this Bank, that the City of *Amſterdam* is ſupported in ſo much Splendor and Magnificence, and without interrupting Commerce, poſſeſſes the greateſt Part of the Caſh of its Inhabitants, who are not leſs rich for having their Fortunes in the Bank, as theſe they may convert into Ready-Money whenever they pleaſe, and again bring them into Bank when it ſhall be agreeable.

And to carry on this Sort of Buſineſs or Exchange, an Application need only be made to certain Merchants, or particular Caſhiers, who are commonly to be met with between ten and eleven o'Clock at the *Dam*, or before the Town-Houſe or Bank, with whom the Negociation may be adjuſted for an Agio, which they endeavour to effect on the higheſt Terms when they are Sellers, and on the loweſt they poſſibly can when they buy.

The Difference between buying and ſelling, is ordinarily from a Sixteenth to an Eighth *per Cent.* and the *Agio* varies from Three to Six *per Cent.* ſometimes more, at other Times leſs, according to the Difference in Exchange, or the Scarceneſs of the Specie.

When a Payment is made in *Ducatoons*, or *Rixdollars*, and not in a ſmall Kind of Money, leſs is given for the Agio, becauſe the large Coins are received at the Bank.

Theſe Sorts of Negociations are likewiſe made at the *Bourſe*, or at home between Merchant and Merchant, with or without the Intervention of Brokers, who have one *per Mil* for their Pains, paid equally between the Buyer and Seller.

To have an Account opened for a Perſon in the Bank, he muſt pay ten Guilders for once only.

The Bank only receives Ducats of Gold, Ducatoons, Rixdollars, old Louiſdores, and other ſuch like Species, and they have reduced the Ducatoons to ſixty Stivers inſtead of ſixty-three, as they paſſed in ready or current Money, the Rixdollar to be forty-eight from fifty, and other Sorts of Coins in proportion.

The Bank never engages for the Species it receives, but on the Footing of five *per C.* under their common Value in current Money, *viz.* the Ducatoon at the Value juſt now mentioned, which is the true Original of the Agio, and which conſequently muſt be five *per Cent.*

Ingots of Gold, and Bars of Silver, are likewiſe depoſited there, of which the Price is regulated according to their Value after the Aſſay, which is made by the City Aſſayer, and all Sorts of Matter, and Species of Gold and Silver are alſo depoſited, and principally Dollars, for which the Bank gives its Receipts, called *Receipts of Mexican Dollars*, and which are commonly negociated at Change.

Thoſe who have Caſh in Bank, may draw it out whenever they pleaſe, on paying a Sixteenth *per Cent.* for the Care of it; and if at the Time of taking it out, the Agio ſhould be under five *per Cent.* the Treaſurer will pay the Difference, foraſmuch as that when it was received, there was charged on it the five *per Cent.*

The Books of the Bank are kept in Guilders, Stivers, and Pennings, of which twenty Stivers make a Guilder, and ſixteen Pennings or Deniers, a Stiver.

Any one drawing on the Bank more than he has there, incurs a Penalty of three *per Cent.* on the Sum he overdraws.

The Bank is ſhut up twice a Year, *viz.* in *January* or *February*, and in *July* or *Auguſt*, and remains ſo eight, ten, or fifteen Days, during which Time the Books are ballancing.

It is ſhut up beſides on the Feaſts of *Eaſter*, the *Aſcenſion*, and *Chriſtmas*, and on Faſt Days, and about the 22d of *September*, when the Fair begins.

If the ſix Days of Grace, which are allowed on Bills of Exchange, happen to expire whilſt the Bank is ſhut, the Bearer of them is in Time to proteſt them, in caſe of Non-payment, the ſecond or third Day after its Opening.

When any one, who has an open Account with the Bank, happens to die, his Heirs muſt prove by a good Title the Right they have to demand the paſſing the Sums to their Credit, which were due to the Deceaſed.

Whenever any Difference happens between Merchants and Tradeſmen about the Bank, it ſhall be ſummarily ſettled by the Commiſſioners named for this Purpoſe, by the Magiſtracy of *Amſterdam*.

There are ſome certain Days in the Year, when the Money may be diſpoſed of the very Moment it is brought in, which is often improved by vain, or deſigning Men, who without having a Farthing Property in that Fund, get large Sums credited on their Account, though the Debtor Side cancels them immediately, yet by this Game they either flatter their

Pride or advance their Credit, as the Debit Spunge is not ſeen by many.

The Bank makes no negociable Bills, (but as beforementioned) gives Receipts for Effects depoſited, which may be ſold; for *Example*, a Perſon having one thouſand Louiſdores of the Sun, (which are commonly worth from Guild. 11 8 to 11 14 current Money) and wanting ready Caſh, endeavours to ſell his Gold, for which he is only offered Guild. 11 8, but reſolving not to admit this Low Price, in Hopes of a ſpeedy Riſe, he carries them to the Bank, which takes them on the Footing of Guild. 10 14 each, making Guild. 10700 Bank Money, of which he may diſpoſe leſs half *per Cent.* that he muſt allow for a ſix Months Care of it, as accuſtomary; and if during that Time, the *Louis* are in demand, he withdraws them, or ſells his Receipt, as he thinks proper: but if on the contrary they ſtill keep low, though with an Appearance of ſoon riſing, he carries his Receipt to the Bank, where they debit his Account in the proper Office, Guild. 53 10, for the half *per Cent.* mentioned in the Receipt, and on theſe Terms he may prolong the Depoſit to the Time it ſuits him to withdraw it, paying every ſix Months the aforeſaid Sum; and this is the only Caſe in which the Bank gives Receipts that are negociable; and if the aforeſaid one is ſold, the Buyer before he can make uſe of its Value, muſt reſtore to the Bank the 10700 Guild. advanced, and the half *per Cent.*

No Seizure can be made of Money in the Bank, and whenever a Sum is to be entered, in which there is Pennings, it is never wrote in with more nor leſs than 8; ſo that if there be 7, 9, 10, 11, or 12, 8 only are inſerted; but if there be above 12, then there is wrote in a Stiver.

There were formerly only four Book-Keepers in the ſaid Bank, and as many Comptrollers, but ſince, ſome have been added, and every one in their Turn receive the Notes that have been entered in the Books, to diſtribute to others according to their Number; for Example, the firſt Book contains four or five hundred Leaves, and the four Books only make an End of the Year, and are put in the Archives after ballancing.

If a Man wants to know what has been wrote in on his Account, he muſt go to the Bank between ſeven and eight in the Morning, and if he lets this Time lapſe, he muſt pay two Stivers; and if he delays it till after nine, he muſt pay ſix Stivers.

The Officers of the Bank are paid by the City, and all that is received for correcting Accounts, Retardation of Hours, and Forfeits, is for the Poor, as the Fractions of the Stiver is for the Comptrollers.

After opening the Bank from the Time of Ballancing, all thoſe who have open Accounts, ought to make a Note of what remains due to them, and therein they ſhould mark the Folio of the Bank Book, in which their Account is, how many Sums they have got wrote (if any) ſince the preceding Account, their Name and Sirname, and then aſk the Commiſſioners who have the Page of their Account, whether that Remainder or Ballance agrees with the Bank Books, which he tells them, and alſo whether the Folio is continued or changed; if the Sums diſagree, he alſo informs them of it, and in this Caſe, he muſt make an Extract of the Bank Account, as it ſtands in your Book, to examine it, and ſee from whence the Error or Difference of the Sums proceeds, for which Verification twelve Stivers are generally paid, a little more or leſs: The Account being thus examined, they return it when aſked for, and if they find it agree with that ſtated in the Bank Book, or finding the Miſtakes, they note them, and put at the Foot of the ſaid Account *ſeen*, or elſe, *agrees with the Book-Keepers*, and afterwards they put the Name and Sirname of him to whom it belongs, with the exact Ballance, deducting one Stiver for every Sum, which he has had wrote to the Credit of his new Account, which he ought to note conformably in his own Books. This Verification is made twice a Year, under Penalty of twenty-five Guilders Mulct; and altho' it has not been poſſible to examine the Account which they have in Bank, they may however at the Opening of *it*, get the Sums wrote to the Bearers of Bills of Exchange, and for Merchandizes bought of the *India* Companies, provided that it be entered ſome Part, and if they have got too much wrote, they will be ſubject to the Fine of three *per Cent.* as aforeſaid; but this Privilege is only for that Day; for in regard of other Days, if you are ſure that you have Caſh wrote on to the Credit of your Account, it may be diſpoſed of the ſame Day, and wrote off to another and another.

When Traders or Merchants, who have Accounts with the Bank, cannot go themſelves to get them examined as aforeſaid, they may ſend ſome other in their Room, with a Power, made in the ſame Manner as is before directed, for thoſe Perſons carrying the Notes to be wrote on.

When a Perſon's Bank Account is full, and the Book-Keepers are obliged to open another, from the Time of his being advertiſed thereof, he ought to take care to go to ſee whether the Articles agree, as he does at the Opening of the Bank.

The Book-Keepers ſend daily to thoſe who deſire it, a Note of the Sums that have been wrote in to their

their Credit, and for which they are paid ſix, eight, or ten Ducatoons *per Ann.* from each Merchant or Banker, who has this Advice given him, which is divided among the ſaid Book-Keepers, after deducting the Expence of a Servant they keep for this Purpoſe.

The Bank obſerves the following Rules, which it is neceſſary for thoſe who keep Caſh there to be apprized of.

1ſt. No one can diſpoſe of his Money paid in, till the next Day, except he pays half *per Cent.* upon the Sum he deſires to draw out the ſame Day; *for Example*, if I have got wrote in 6000 Guilders, and have a Mind to draw out 4000 of them the ſame Day, my Note will not paſs, neither then, the ſubſequent Day, nor afterwards, till I have paid twenty Guilders for the ſaid half *per Cent.*

2dly. There is, however, commonly three Days in the Year (as has been juſt hinted before) on which the Money may be diſpoſed of, that is brought in the ſame Day; *viz.* the ſecond Day after opening the Bank, when it has been ſhut for Ballancing; and at the Feaſt of Pentecoſt.

3dly. If any more is diſpoſed of than is in Bank, the Penalty of three *per Cent.* and the Overdraft, muſt be paid, before any Note.

4thly. As the Bank ſhuts up twice a Year, all who have Accounts open muſt ballance with it in ſix Weeks after opening, on Penalty of twenty-five Guilders.

5thly. When an Account is once opened in Bank, whatever enters to its Credit coſts nothing; and formerly only a Stiver was charged for every Sum that went out, or was paid to another; but as Buſineſs was conſiderably augmented in the Year 1714, and occaſioned a great Number of Clerks to be added to the Bank, for the Diſpatch of the Notes brought in to be wrote, it was ordained, that inſtead of one Stiver, two ſhould be paid from the firſt of *February*, 1715, which has continued ever ſince, and is always charged the firſt Article in a new Account.

When it happens that through Miſtake or Forgetfulneſs, a Man writes off a Sum to one he is not indebted to, inſtead of to him he is owing to, although he immediately gives Advice of the Error, and that the Sum is not yet entered in the Bank Books, he cannot withdraw his Note from the Bank by acknowledging he was miſtaken, not even though he carries the Perſon with him in whoſe Favour the Note is wrote, to declare that the Drawer does not owe him any thing; the Book-keepers will ſay that he muſt, as it is wrote in the Books, and that if he has made a Miſtake, the Perſon in whoſe Favour the Error was committed, has only to return it the next Day, wrote in on the Account.

All thoſe who have any thing to write in Bank, are obliged to carry their Notes themſelves, in the ſame Manner as thoſe who have Accounts, are to go and demand the Ballance; or if they will ſave themſelves the Trouble, they muſt empower one of their Comptinghouſe to act for them, which will authoriſe their doing the one and the other; this Procuration (as has been obſerved before) coſts thirty-two Stivers, which is paid for down, and muſt be renewed at the End of a Year and ſix Weeks; and if it ſhould happen, that one is obliged to make a pretty long Voyage, and has given an authenticated Procuration to his Wife, or ſome other Perſon, to make all Sorts of Payments, without having left a proportional Number of Bank Notes, ſigned in Blank, to the Sums he imagines he may have to pay during his Voyage, if the Perſon to whom he has given the ſaid Power, ſigns the Bank Notes without having the Letter of Attorney regiſtered there, none of them will paſs; and in this Caſe, the Perſon ſo authorized muſt carry and leave an authentick Copy of his Power at the Bank, and that he ſigns all the Notes with his Name, *adding*, by Procuration of *ſuch a one*; and the Noting the ſaid Power coſts fifty Stivers, which is paid out of hand.

The Time of Writing in Bank is from ſeven or eight in the Morning to eleven, but after eleven to three, every Note carried in will coſt ſix Stivers, and after three none are admitted.

When a Man who has an Account with the Bank is ill, and unable to ſign his Draughts, or to go there to ſign a Power, the Perſon who tranſacts his Affairs ought to inform the Bank of his Diſorder, and Incapacity to attend there, for either of theſe Purpoſes, though he is deſirous of paying what he owes; in which Caſe a Declaration drawn out by a Notary, and ſigned by the Phyſician and one or two of his neareſt Neighbours or Relations, ſhould be carried to the Bank, which on Receipt of it, ſends a Servant to ſee in what Condition the ſick Perſon is, and if he finds him really as is declared, his Agent is authorized to ſign the Draught, in the ſame Manner as if he had ſigned the Letter of Attorney at the Bank; but if the Infirm is in a Condition to ſign, he that is impowered may requeſt the Book-keepers to draw out a Procuration for that Purpoſe, and to ſend it with him to be ſigned, which they do, accompanied by a Servant of the Bank, who carries the Book of Procurations with him to the ſick Man, who ſigns that drawn out for him in the Book, in the Preſence of the Bearer, and from the Time that a Power is thus executed, he that it is made to may ſign and carry the Notes to the Bank, although he has not yet got the Extract of the Power, which oftentimes is not delivered in eight

or

or ten Days: But when once the Bank has delivered it, he is obliged always to ſhew it when he carries a Draught there, or demands a Ballance; if the ſick Man dies after executing the Power, and before it is delivered to him in whoſe Favour it is made, it will not be delivered to him at all, becauſe the Perſon being dead, his Procuration is of no Effect.

When any one who has an Account in the Bank is dead (after having made a Will) his Heirs, or the Guardians he has appointed, muſt carry to the Bank an authenticated Copy of the ſaid Will, paying fifty Stivers down for noting it; at the ſame time they deſire to know the Ballance of the Deceaſed's Accounts, to ſee whether that of his Books correſponds with the Bank, and they may have the ſaid Ballance tranſported to a freſh Account, either in the Name of the Widow, Heirs, their Guardians, or the Executors, without its coſting them the ten Guilders, which is always paid for opening a new one.

But if one who keeps Caſh at the Bank dies inteſtate, thoſe who pretend to be his Heirs, or meddle with the Succeſſion, muſt firſt be authoriſed by the proper Judges, and bring a Copy of their Sentence to the Bank, before they will be permitted to diſpoſe of the Deceaſed's Ballance.

The Agio has been always fluctuating ever ſince the Bank's Eſtabliſhment, tho' not in ſo great a Degree of late Years as formerly; in the Year 1693, it was up to twelve and thirteen *per Cent.* on account of the bad Schillings of ſix Stivers, which were reduced to five and a half; and at the Beginning of the Month of *April*, in that Year, after the Diminution, it returned to two and a half, and as high as ſix *per Cent.* It afterwards fell and roſe till the Year 1703, when it was down to one and a half, and two *per Cent.* but ſince then, it has got up again, and commonly paſſes now from four to five *per Cent.*

During the Height of the War between *France* and the *United Provinces*, in the Year 1672, many who had Caſh in the Bank were eager to withdraw it, believing thas if the *French* King (already Maſter of *Utrecht*) ſhould become ſo of *Amſterdam*, they ſhould loſe it all; and this Money was refuſed to none; but ſome impatient ones, imagining that the Funds would not be ſufficient to pay ſuch a great Number of Creditors, found People who ſalved or cured this imaginary Ill, by giving them Ready-Money for four or five *per Cent.* Loſs, which occaſioned the Bank Money to become on a Par with the Current, and even under; but Affairs were afterwards ſettled in the Manner as at preſent.

I have already mentioned, that the Bank's receiving none but the fineſt Coin, and theſe at about five *per Cent.* under their current Value, is the Occaſion of the *Agio*, or more properly the *Agio* itſelf; and as this Difference is readily to be found by *Practice*, or the common *Rule of Three*, I judge my enlarging thereon would only be ſuperfluous.

Bank of ROTTERDAM.

THIS Bank is not ſo conſiderable as that of *Amſterdam*, of which we have been ſpeaking, tho' the Difference in its Government is very little. It was eſtabliſhed the 18th of *April*, 1635, and keeps Accounts with thoſe Merchants who chuſe it, both in Bank and current Money; the firſt to pay all foreign Bills, which are in Bank Money, and the ſecond for the Diſcharge of Negotiations made at *Rotterdam* on foreign Parts, which are always in current Money.

The Bank daily regulates the Agio on its Caſh, which is conſtantly fixed to a Pillar of the Bourſe, that every one may know it; and as the reſt of its Regulations are ſimilar to the laſt Bank treated of, I ſhall not detain my Reader longer about it.

Bank of HAMBURGH.

ALthough the Funds of this Bank are not near ſo conſiderable as thoſe of that of *Amſterdam*, the Integrity and Exactneſs with which every thing is managed has given it a great Reputation over all *Europe*, and more particularly in the *North*.

It is the Citizens and Corporation who are the Sureties for this Bank, in which the Senate has no Inſpection, and the Directors (being four in Number) are choſe by Plurality of Votes from among the principal of the Freemen.

Their Duty is to ſee that the Regulations be punctually obſerved, and to furniſh the Caſhiers with Money when any Payments are to be made, which however is done without touching the Treaſure, the Directors taking Care to provide it from other Funds.

In regard to the Capital of this Treaſure, it is ſuppoſed to be very conſiderable; but as the Book-keepers take an Oath not to diſcloſe the Entries and Extracts of the Bank, nor what each Particular depoſits, it is very difficult to conclude any thing with Certainty; and this Obligation to Secrecy hinders a Creditor from knowing what any one has in Bank, ſo that no Seizure can be made there.

The Book-keepers, who, like the Directors, are four in Number, are obliged to give the Comptrollers two Ballances weekly; and none but Citizens are permitted to have an Account in Bank, and from ſuch

ſuch only it will receive any Caſh by way of Depoſit, without any Intereſt; and it is by theſe Notes on the Bank that they have the Conveniency of paying their Bills of Exchange, and for the Purchaſe of many Sorts of Merchandiſe, by only making a Transfer of their Value.

Nothing leſs than an hundred Mark Lubs can be wrote into Bank, and two Schillings are paid for every Sum not exceeding three hundred Marks, but whatever is above this may be wrote in *gratis*.

There are certain Hours in the Day appointed for writing into Bank, *viz.* from ſeven to ten in the Morning; but if any one has a Mind to write in from ten to one, and from three to five in the Afternoon, he may do it by paying two Schillings for each Sum; and it is alſo in the ſame Morning Hours, that a Perſon may inform himſelf, whether the Sums due to him have been entered, which he may alſo do from ten to one, on paying two Schillings Lubs to the Book-keeper; to avoid which, there are many Merchants who agree with the Bank for a yearly Stipend, to have the Liberty of writing into Bank at any Hour they pleaſe, from ſeven to one, which is commonly from twenty to forty Mark Lubs, according to the Extent of the Merchant's Buſineſs, and the Quantity of Affairs he has to tranſact.

When any one has a Mind to open an Account with the Bank, he muſt pay fifty Rixdollars of three Marks, or forty-eight Schillings Lubs, each.

The Bank is ſhut every Year from the laſt of *December* to the fifteenth of *January* following, and the Species that are commonly received in it are Rixdollars, with their Parts of Halves, Quarters, and Eighths; which are generally worth an Eighth, often a Quarter, and even ſometimes a Half *per Cent.* more than the Money which is wrote by Notes into Bank; *that is*, if there is a Want of Rixdollars in Specie, an Eighth, Quarter, and as far as a Half, muſt be wrote into Bank more than the Money received; but on the contrary, if one has Caſh in Specie to put in, the Bank only makes good an Eighth and ſometimes a Quarter *per Cent.* Benefit.

The Bank-Books and Writings are kept in Marks, Schillings, and Deniers Lubs; and it is to be obſerved, that the Fractions are never wrote in under one Schilling or ſix Deniers.

Thoſe who have Effects in Jewels, Precious Stones, Silver, *&c.* and want to raiſe Money on them, may carry them to the Bank, where they are exactly inventoried, a Loan is advanced at a very moderate Intereſt, and they remain depoſited as a Security for the Repayment of Principal and Intereſt in 6 Months, which if not complied with, the Things are ſold at the Bar of the Bank to the higheſt Bidder, after having advertiſed the Day of their Sale and Delivery.

Bank of PARIS.

THE general Bank eſtabliſhed at *Paris* in 1716, and converted into the Royal Bank in 1718, ſo nearly reſembles that of *Amſterdam*, in many of its Obligations, and Articles of its Polity and Government, that in all Appearance it was upon the Model of this, and that of *Venice*, that Mr. *Law* (an *Engliſhman*, and afterwards Comptroller General of the Finances) formed it, after having, however, added many Particulars of his own, to render its Utility greater, and the better to ſecure both the public and private Intereſt.

Mr. *Law* ſoon propoſed giving it the Name of the *Bank Royal*, that the Funds ſhould be the King's, and that it ſhould be adminiſtered in his Name, and under his Authority.

The Project of this new Eſtabliſhment having been examined by the Council of the Exchequer, where many Bankers, Merchants, and Deputies of trading Towns reſiding in *Paris*, were called to aſſiſt, it was approved, and its Execution reſolved on, tho' not under the King's Name, nor with his Majeſty's Money, but under that of Mr. *Law* and his Partners, who were to ſupply the Funds, and take care of their Adminiſtration.

The principal Motives to the Eſtabliſhment of this new Bank, *were*, that it would augment the Circulation of Caſh; that it would make Uſury to ceaſe; that it would ſupply the Carriages with Specie between *Paris* and the Provinces; that it would facilitate to Strangers the Means of having their Effects ſecurely in the Kingdom; and *in fine*, that it would afford the People a greater Facility in the Sale of their Commodities and Payment of their Impoſts.

The Letters Patent granted for the Erection of the general Bank, are of the 2d of *May*, 1716, and regiſtered in Parliament the 4th of the ſaid Month and Year. They contain in ten Articles, the Conditions with which his Majeſty permits Mr. *Law* and Company to make the Eſtabliſhment.

The 1ſt Article of theſe Letters, grants an excluſive Privilege in Favour of this Company, to eſtabliſh a general Bank in the Kingdom, and to have and enjoy it during the Term of twenty Years, to commence from the Day of Regiſtering the Patent, with Permiſſion to covenant, keep their Books, and make their Notes payable in Specie, under the Title of Crowns of the Bank, which ſhall be

be underſtood of Crowns of the Weight and Denomination of the preſent Currency, permitting likewiſe to every one, whether Subjects or Foreigners, who ſhall contract with the Bank, to agree in the ſame Manner.

The 2d Article frees the Bank from all Taxes and Impoſts, and diſcharges the Stock, and the Sums in Caſh appertaining to Foreigners, from the Duties *d'Aubaine*, Confiſcations, and Letters of Repriſal, even in caſe of War.

The 3d Article regulates the Form of the Bank Notes, upon the Models annexed to the Letters Patent; and ordains, that they ſhall be ſigned by Mr. *Law*, with one of his Partners, and examined by the Inſpector.

The 4th Article directs that the Bank's general Cheſt ſhall be ſhut with three Locks and Keys, of which one ſhall be in Mr. *Law*'s Hands, another in the Inſpector's, and the third given to the Director.

The 5th and 6th, treat of the Regiſters, and by whom they are to be marked; of the general Office to be eſtabliſhed at *Paris*, and of the Hours for its opening and ſhutting daily.

The 7th Article ordains, that no Bank Notes ſhall be iſſued but what are payable at Sight.

The 8th, prohibits, on Pain of Death, the making or counterfeiting the Bank Notes, Seals, or Stamps.

By the 9th, Monſ. *Philip*, Duke of *Orleans*, Regent of *France*, is named Protector of the Bank, with Power to exact an Account whenever he thinks proper, to be rendered either to himſelf or thoſe he ſhall appoint; and the Nomination of Inſpector, Approbation of the Regulations, and the Propoſals for the Management of the ſaid Bank, are likewiſe reſerved to his Highneſs.

In fine, the 10th and laſt Article declares, that by the Privilege granted to Mr. *Law* and Company, his Majeſty does not intend to hinder in any Manner, the Bankers of the Realm to continue their Commerce as uſual.

At the End of theſe Letters Patent, are the following three Models of the Bank Notes, *viz.*

N°. Ten Crowns of Specie.

The Bank promiſes to pay the Bearer at Sight, ten Crowns of Specie, of the Weight and Standard of this Day, Value received in Paris, *the*
of 17

N°. An hundred Crowns of Specie.

The Bank promiſes to pay the Bearer at Sight, an hundred Crowns of Specie, of the Weight and Standard of this Day, Value received in Paris, *the*
of 17

N°. A thouſand Crowns of Specie.

The Bank promiſes to pay the Bearer at Sight, a thouſand Crowns of Specie, of the Weight and Standard of this Day, Value received at Paris, *the*
of 17

The general Bank having been ſo eſtabliſhed, in Conſequence of the Letters Patent, his Majeſty granted others on the 20th of the ſaid Month of *May*, 1716, regiſtered in Parliament the 23d following, to preſcribe the Form, Conditions, and Rules which were to be obſerved in the Management and Adminiſtration of this new Bank, in order that the Proprietors and the Publick might equally find their Security in it.

Theſe Letters, in Form of Regulations, contained 21 Articles, of which I ſhall only inſert here the principal ones.

The firſt fixes the Funds of the Bank to 1200 *Actions*, or Shares of 1000 Bank Crowns each, importing ſix Millions Ready Money.

The fourth ordains, that the Bank ſhall be every Day open from nine to twelve, and from three to ſix, excepting on *Sundays* and ſolemn Feaſts, and the Days appointed for ballancing the Bank-Books.

The ſixth directs, that in the general Meetings of the Company (which in conſequence of the 8th Article, they are to have twice a Year, on the 20th of *June*, and of *December*, at ten in the Morning) all ſhall be decided by Plurality of Votes, which ſhall be counted, *viz.* a Vote for each Proprietor who ſhall have five Shares or more, but leſs than ten; two Votes for thoſe who have ten and under fifteen Shares, and ſo from five to five; thoſe who have under five, not having any Vote.

The ſeventh, regulates the Ballancing at the Bank to twice a Year, the one in the Month of *June*, and the other in the Month of *December*, when the Bank ſhall be ſhut five Days, from the 15th to the 20th of both the ſaid Months.

By the 9th, 10th, 11th, 12th, and 13th Articles, the Cheſt of the Bank is divided into general and ordinary, the general (where the principal Effects of the Bank are encloſed, as the conſiderable Funds in Ready Money, the Notes ſigned, examined, and ſealed, as they go making them, the returned ones effaced by the Caſhiers, the Seal of the Bank, and the Plates with which the ſaid Notes were imprinted) ought to

to be ſhut up with three Locks and Keys, of which one ſhall be kept by the Director, another by the Inſpector, and the third by the Treaſurer, ſo that it cannot be opened but in Preſence of thoſe three Perſons; and with regard to the ordinary Cheſt, it ſhall be truſted to the Treaſurer, on Condition, nevertheleſs, that Funds put in and taken care of, ſhall not exceed 200,000 Bank Crowns, of which the particular Caſhiers ſhall not have above 20,000 Crowns each at a Time in their Hands, and for which they ſhall give a ſufficient Security.

In the 14th Article, the Regiſter for the Sale and Transfer of the Stock, is ſpoke of, in which the Seller ſhall ſign his Sale and Transfer.

The 16th and 17th permit the Bank to take charge of the Caſh of Particulars, as well in receiving as diſburſing, to make the Transfer of the Sums, or their Payment in Ready Money, for five Sols, for every thouſand Bank Crowns, as likewiſe to diſcount Notes, or Bills of Exchange, in the Manner directed by the Company.

By the 18th Article, not to prejudice any Particulars, Merchants, Bankers, or Traders, the Bank is prohibited to carry on any Commerce in Merchandize, either by Sea or Land, or in Maritime Inſurances; neither is it permitted to take Charge of the Affairs of Merchants, on Commiſſion, either from within or without the Kingdom.

The 19th, which is one of the moſt important, ordains, that the Bank ſhall not make Bills payable at Time, but that all ſhall be payable at Sight, and that it ſhall not lend at Intereſt, on any Pretext, or in any Manner whatſoever.

The two laſt Articles are concerning its private Government and Diſcipline, as relating to viſiting the Cheſts, the Election to Places, the Power of the Council of the Bank, to make particular Regulations for its Management and Adminiſtration.

Two Months after theſe laſt Letters Patent, the King gave yet a new Regulation of the 25th of *July*, 1716, which ordained, that all the Endorſements which ſhould be put on the Notes of the general Bank, ſhould not in the leaſt oblige the Indorſers, unleſs they had agreed the Guarantee, in which Caſe the Guarantee ſhould ſubſiſt only for the Time mentioned in the Endorſement.

The general Bank beginning to be eſtabliſhed, and its Notes having already a conſiderable Reputation both at home and abroad, the King, to advance its Credit ſtill more, by an Arret of Council of the 10th of *April*, 1717, *ordained*, that the Bank Notes ſhould be received as Ready Money, in Payment of all Sorts of Duties and Impoſts, in all the Offices of his Receipts, Farms, and other Revenues; and that all his Officers, Farmers, Sub-Farmers, Receivers, Commiſſioners, and others, chargeable with the Management of his Revenue, ſhall be obliged to diſcharge on Sight, and without any Diſcount, the ſaid Bank Notes that ſhall be offered them, forbidding them to remit any Part of the Funds of their Receipt, in Bills of Exchange, or by Carriages, or to diſcharge any Order for Payments, if it is not exceeding what they have in Caſh, after having previouſly paid the ſaid Bank Notes.

The Bank was in this Situation, when the King, informed of the great Succeſs it had at *Paris*, in the Provinces, and even abroad, judged it more proper for the Good of his Kingdom, and the Commerce of his Subjects, and to give ſtill more Credit to the Bank, to perfect the firſt Deſign of eſtabliſhing it, under the Title of the Bank Royal, of which the Funds were to be furniſhed by his Majeſty, and to be adminiſtered under his Authority.

In this View, his Majeſty publiſhed his Declaration the 4th of *December*, 1718, where, after having repreſented the different Advantages, which the Eſtabliſhment of this Bank had brought both to his Subjects, and Strangers, as (among others) the Facility of conveying to *Paris* the royal Treaſure without Expence, and without unfurniſhing the Provinces of their ready Caſh, and that, that private People have of eſtabliſhing Funds in all Parts of the Kingdom, and in foreign Places; the Diminution of Uſury by Means of the moderate Intereſt, for which the Bank diſcounted Bills of Exchange; the Sums that are lent to the Merchants and Manufacturers; the Regulation re-eſtabliſhed in Trade, and in foreign Exchanges, and other ſimilar Advantages, cauſed by the general Bank; his Majeſty declares, that it was reſolved to continue it, under the Title of the *Royal Bank*, and to have the Direction of it for the future carried on in his Name, and under his Authority, having reimburſed the Concerned their Capital in effective Money, and thereby being become the ſole Proprietor of all the Shares of the ſaid Bank; and in fine, to explain his Intentions as well in Relation to the future Management of the ſaid Bank, as the giving up its Accounts, his Majeſty declared his Intentions in the ſeventeen ſubſequent Articles of Regulation.

By the firſt Article, his Majeſty converts the general Bank, eſtabliſhed by Letters Patent of the 2d and 20th of *May*, 1716, into a Royal Bank, the Management to commence in his Name, and under his Authority, from the 1ſt of *January*, 1719, ſub-

ject to the Orders of Monſeigneur the Regent, who is the ſole Diſpoſer.

By the ſecond, for the Funds of the Bank, the ſix Millions of Livres remain as before, the ſaid Sum being actually in the Cheſt of the general Bank, in Notes of Shares of the *Weſt-India* Company, and appertaining to his Majeſty, for the Re-imburſement made with Money to the Proprietors of the Bank.

The third eſtabliſhes a Director, ſubject to the Orders of Monſ. the Duke of *Orleans*, and aſſigns an Inſpector, Treaſurer, and a Comptroller, and ſuch other Officers as ſhall be judged neceſſary.

The fourth, regulates the Functions of the Treaſurer, who ſhall receive all the Funds brought to the Bank, ſign alone all the Notes, which however ſhall be examined by the Inſpector, and controuled by the Comptroller, make all the Receipts and Diſburſements relating to the Bank, and ſhall only account to the Council, and to the Chamber of Accounts.

The fifth and ſixth ordain, that all the Notes that ſhall be made for the future, ſhall be ſealed with a particular Seal, bearing the Arms of *France*, with theſe Words, *Bank Royal*; that the Impreſſions ſhall only be made in the Office of the general Caſh, where the Seal ſhall remain depoſited, and the ſaid Caſh ſhall be ſhut as before, with three Keys, and not be opened, but in Preſence of the Director, Inſpector, and Treaſurer, who ſhall be the Depoſitary.

By the 7th, 8th, and 9th Articles, it is ſaid, that there ſhall four Regiſters be kept, three for the Inſpector, Treaſurer, and Comptroller, for each one, for the Regiſtering the Notes, and the fourth only for the Treaſurer, which ſhall contain the Benefits and Advantages ariſing from the Diſcounts of the Bills of Exchange, and other Operations of the Bank, which ſhall be examined, at leaſt, every Week, by the Inſpector and Comptroller, the which four Regiſters ſhall be marked by a Commiſſioner of the Council, named by his Majeſty, to whom it ſhall likewiſe appertain, to make the Viſits, Examen, and Verification of the ſaid Regiſters, and of the Caſh, *&c.* The ſeventh Article ordaining beſides, that no Notes ſhall be made, but in Conſequence of the Arrets of Council, in Virtue of which, the ſaid Notes may be made to the Bearers Choice, either in Crowns of the Bank, or Livres Tournois.

The tenth Article ſpeaks of the Salaries and Charges of the Adminiſtration, and appoints who ſhall direct them, who pay them, who ſhall be accountable, and to whom.

The 11th, 12th, 13th, 14th, and 15th Articles, explain the Manner in which ſhall be drawn up the verbal Proceſs of the Effects of the late general Bank, and by whom. The Obligation of the Inſpectors, Treaſurers, and Comptrollers, in regard of the Extracts, Deeds, and Copies of their Regiſters, which they are obliged to furniſh yearly to the Clerk, or Regiſtry of the Chamber of Accounts, of the true State on which the Treaſurer accounts yearly to the Council, and afterwards to the ſaid Chamber of Accounts, one Year after another: Of the 36,000 Livres, ſettled for Fees, Faſhions and Vacations of the ſaid Accounts; and in fine, how theſe Accounts are drawn up, how many Chapters there ought to be of Receipts and Payments, and what each Chapter contains.

The 16th Article, to eſtabliſh better Order, and put the Bank in a Condition to render to the Concerned, the Value of the Notes which they may have loſt or tore, *declares*, that the Notes of the ſaid Bank ſhall be preſcribed after five Years from the Date, in caſe no Demand has been made on the Treaſurer, during that Time.

In fine, his Majeſty having by the 16th Article of the Letters Patent of the 20th of *May*, 1716, permitted the general Bank to take Charge of the Caſh of Particulars, as well in receiving as paying, his ſaid Majeſty approves and declares, by the 17th and laſt Article, that the Royal Bank ſhould enjoy the ſame Faculty, but without any Profit, and without the Concerned's paying the five Sols *per* thouſand Crowns, which had been granted to the Bank of Mr. *Law*; and his Majeſty alſo ordains, that the ſaid Accounts in Bank cannot be ſeized, on any Pretext whatſoever, even for his own Concerns or Money, unleſs in caſe of Failure or Bankruptcy, when he permits it on the Terms of the 1ſt Article of the 11th Title of the Edict of *March*, 1673; or in caſe of Deceaſe, to arreſt and ſeize in the Hands of the Bank, the Funds, which Bankrupts, or Defuncts may have diſcounted on the Books, in which caſe of Seizure, the Bank ſhall only be obliged to notify it to the Diſtrainers, in eight Days from that of the Seizure, at the Place by them elected, and this by a ſimple Declaration, ſigned by the Treaſurer, and reviſed by the Inſpector and Comptroller what is due to the Perſons, upon whom the Seizure has been made; the whole conformable to the 12th Article of the Edict of the Month of *December*, 1717, granted in Favour of the *Weſt-India* Company: His Majeſty moreover, confirming the Letters Patent of the 2d and 20th of *May*, 1716, and the Declaration of the 25th of *July* following, ordaining, that they ſhould be executed, according to their Tenour and Form, in which nothing is derogated, or innovated by the preſent Declaration.

This

This Declaration not having been regiſtered in Parliament, his Majeſty ordered (by an Arret of Council, of the 27th of *December*, of the ſaid Year 1718) all Intendants and Commiſſaries, diſpoſed in all the Provinces and Generalities, of the Juriſdiction of the Parliament of *Paris*, to ſend to the Bailiwicks, Seneſchal's Precincts, and royal Tribunals of their Diſtricts, to have it read, publiſhed, fixed up, and regiſtered jointly with the other Letters Patent, Declaration, and Arrets, bound together under the Counter Seal of the Chancery.

This laſt Arret of Council, directed to the Intendants, contains, beſides the abovementioned Orders, eight Articles of Regulations, of which ſome regard the Polity and Government of the Royal Bank, and others, the Payments which are made in Braſs and Copper Money, or in the Species of Gold and Silver.

In regard of the Adminiſtration, it is ordained, firſt, that on the 1ſt of *March*, of the following Year 1719, beſides the general Office at *Paris*, there ſhall be eſtabliſhed in the Cities of *Lyons*, *Rochelle*, *Tours*, *Orleans*, and *Amiens*, a particular Office of the Bank, compoſed of two Cheſts, the one in Silver, for to diſcharge at Sight the Notes that ſhall be preſented, and the other in Notes, to furniſh thoſe who aſk for them.

2. Whereas the Bank Notes will be always paid at Sight, it is forbid to all Notaries, Bailiffs, and Huiſſiers (Officers) to make any Proteſt, or other Acts, againſt thoſe who offer the ſaid Notes in Payment, in thoſe Places, where there is an Office of the Bank erected, except that in any of the ſaid Bank Cities, it ſhould happen that the ſaid Notes were not paid immediately at Sight; in this Caſe, the ſaid Officers are permitted to proteſt, and to make any Acts to that Purpoſe, as they ſhall ſee Cauſe.

For what concerns the Paying in Braſs or Copper Money, the Regulation directs, Firſt, that in the City of *Paris*, and thoſe others, where the Royal Bank ſhall have its Offices, theſe Species, and ſmall Coin, ſhall not be given or taken, but in Payments, not exceeding ſix Livres, except for a Ballance.

2dly, That in the ſaid Cities, the Silver Coins ſhall not be given nor taken in Payments, which exceed the Sum of ſix hundred Livres, except for Ballances; and the Sums that exceed this, ſhall be paid in Gold or Bank Notes.

In fine, to put a Stop to the Abuſes which are committed in the Payments of Silver Species, under the Pretence of the Bag Duty, it is enjoined that henceforward the Bags of Silver ſhall only contain 600 Livres compleat, without being permitted to put in any ſmall Money, or that any thing ſhall be retained for the Bag, except in the Bank Offices, where the Commiſſioners ſhall be allowed to detain four Sols for each Bag of ſix hundred Livres that they ſhall pay in Specie; the ſaid Commiſſioners being equally obliged to make good the ſaid four Sols to thoſe who ſhall bring the Bags of Silver to the Bank.

The Credit of the Bank Royal being conſiderably increaſed ſince the firſt Months of its Eſtabliſhment, the King, to give it ſtill more Reputation, and facilitate its Adminiſtration, and the Circulation of its Notes, iſſued many new Arrets; and among others, one of the 5th of *January*, another of the 11th of *February*, a third on the 1ſt of *April*, and a fourth on the 22d of the ſame Month, 1719, concerning the making of the Bank Notes; the Total of the ſaid Fabrication; their different Values; the Quantity and the Numbers of each Sort of Notes; the Regiſters that are to be drawn up, and the Manner in which the Payments are to be made.

Of theſe four Arrets, I ſhall only give here the Extract of the laſt; his Majeſty (as is expreſſed in the Motives to the Arret) being pleaſed to join or reduce all the Regulations iſſued ſucceſſively touching the Bank Notes and the Order of their Payments, into one.

By this Arret of the 22d of *April*, 1719, which contains ten Articles, ordains;

1ſt. That the Arret of Council of the 5th of *January*, of the ſame Year in that which concerns the Compoſition of twenty-five Regiſters, containing each eight hundred Notes of a hundred Crowns of Specie, of the Weight and Standard of this Day, making two Millions of Crowns, and the Sum of twelve Millions of Livres ſhall remain unexecuted.

2d. That there ſhall be made ſixty Regiſters, containing each 800 Notes of a 1000 Livres, numbered from 48001 to 96000 incluſive, making the Sum of forty-eight Millions; and thirty Regiſters, containing 1000 Notes each of 100 Livres, numbered from 100001 to 130000 incluſive, making the Sum of three Millions, and the Total joined to that of the preceding Arrets, making that of 110 Millions; of which his Majeſty ordains, that there ſhall be reſerved ten Millions, not to be delivered, but to replace the Notes of the ſame Nature, which ſhall return in indorſed, and conſequently uſeleſs.

" There was made in Conſequence of the preceding " Arrets, as far as fifty-nine Millions of Notes in " Livres Tournois, *viz.* twelve Millions of Notes of " 1000 Livres, and ſix Millions of Notes of 100 " Livres, by the Arret of the 5th of *January:* Six- " teen

" teen Millions alſo of 1000 Livres, and four Mil-
" lions of Notes of 100 Livres by the Arret of the
" 11th of *February*; and twenty Millions likewiſe of
" Notes of 1000 Livres, and a Million of Notes of
" 100 Livres by the Arret of the 1ſt of *April.*"

3. That the Bank Notes, agreed in Livres Tournois, ſhall not be ſubject to the Diminutions which may befal the Species, and that they ſhall always be paid to the full, and entirely.

4th. That conformable to the Arret of the 10th of *April*, 1717, the Bank Notes ſhall be taken in the Receiver's, and other Offices, in Payment for his Majeſty's Duties; and the Receivers and Commiſſioners of the ſaid Offices ſhall be obliged to change in the Species of Gold and Silver, all the ſaid Notes that ſhall be offered them, as far as the Funds which they ſhall have in Caſh will admit.

5th. That in the Cities where the Bank has Offices, the Creditors may demand of their Debtors, the Payment of their Debts, of whatſoever Nature they are, in Bank Notes; without their being conſtrained to receive any Part in Specie of Gold or Silver, except the Ballances.

6th. That in the ſaid Cities, where there are of theſe Offices, thoſe that are entruſted with the Receipt and Management of the Royal Revenue, ſhall have their Caſh in Bank Notes, and in caſe of a Diminution of the Species, they ſhall bear the Loſs of thoſe which ſhall be found in their ſaid Caſh.

7th. That in the ſaid Cities, no Farmers, Directors of the Poſts, Maſters of Coaches, or other Carriages, and their Conductors, ſhall load any Species for Tranſportation to other Places, where there are likewiſe Offices of the Bank; except it be for the Bank's Service, of which they ſhall take a Certificate.

8th. No Payments ſhall be made in Silver, but with the 600 Livre Bags, and that nothing ſhall be retained for the Bags, except the four Sols granted only to the Bank of Caſhiers.

9th. That the Species of Braſs and Copper ſhall neither be given or taken in Payments that paſs ſix Livres.

10th. In fine, that the Diſputes, Oppoſitions, or Impediments to the Execution of the preſent Arret, ſhall be reſerved to his Majeſty and Council of State; the Cognizance thereof being forbid to all other Judges. It is moreover ordained, that Patterns ſhould be publiſhed of the different Species of Bank Notes.

Thoſe Bank Notes are of three Sorts; ſome of 1000, others 100, and others again of 10 Livres.

The Notes of 1000 Livres are wrote in round Hand, thoſe of 100 Livres, in baſtard Letters, and them of 10 Livres, in the ſame, only in a ſmaller Character.

The Margin of each Note is bordered with a Vine Branch of a ſoft Impreſſion; in the Body of the Paper upon which the Notes are printed, there are theſe Words, *Billet de Banque* (Bank Note) in room of the Paper-maker's Mark, and at the Bottom of each Note is the Impreſſion of the Seal.

The three Sorts of Bank Notes being libelled in the ſame Manner, except in the Sums, which are different, it will ſuffice to give only one Model here.

Model of the BANK BILLS.

N°. { a Thouſand. / a Hundred Livres Tournois. / Ten. }

The Bank promiſes to pay the Bearer, at
Sight { *a Thouſand* / *a Hundred Livres Tournois in Specie of* / *Ten.* }
Silver, Value received in Paris *the*
Vii (ſeen) Controlled.

The Bank continuing to gain Credit, there was yet another Fabrication of Bills made by an Arret of the 10th of *June*, amounting to fifty Millions, of which forty-eight Millions were in Notes of 1000 Livres, and two Millions in Notes of 100 Livres.

Theſe hundred and ſixty Millions not being ſufficient, as the Credit of the Bank continued to augment ſo much, the laſt was ordained in the Month of *July*, of two hundred and forty Millions, *viz.* two hundred Millions in Notes of a thouſand Livres; thirty Millions, in Notes of a hundred Livres; and ten Millions, in Notes of ten Livres; making in all, with the preceding Fabrications, four hundred Millions, to which the Bank Notes remained then fixed.

Of theſe two hundred and forty Millions, forty Millions were deſigned to be diſtributed in the City of *Paris*, a hundred Millions in the provincial Offices of the Bank; and the other hundred Millions were reſerved to furniſh thoſe that ſhould return in the Notes endorſed.

The Arret of the 25th of *July*, 1719, which decreed this numerous Fabrication of Bank Notes, and regulated their Deſtination, ordained beſides

That there ſhould be immediately eſtabliſhed by the Director of the Bank, particular Offices in every City of the Kingdom, where there are Mints, excepting the City of *Lyons*.

That in each of the ſaid Offices, there ſhall be a Caſh in Notes, to furniſh thoſe that demand them; and

and Caſh in Silver, to pay at Sight, and *Gratis*, the Notes that ſhall be preſented.

And that from the Day of opening the ſaid Offices, it ſhall be permitted to the Creditors to exact from their Debtors their Payment in Bank Notes, even in the Caſe where the Notes gain upon the Species; his Majeſty excepting nevertheleſs from this laſt Diſpoſition, the Bills drawn from foreign Parts, or endorſed there, which ſhall continue to be paid, conformable to the Arret of Council of the 27th of *May*, of the ſaid Year 1719.

Theſe three Articles of Adminiſtration having already been begun, in the Declaration of the 4th of *December*, 1718, by the Converſion of the general Bank into the Bank Royal, and in the Arrets of Council of the 27th of the ſaid Month and Year, and in the 22d of *April*, 1719, but it is only properly by this laſt Arret of the 25th of *July*, that the Eſtabliſhment of the Bank Offices, and the Privileges of its Notes, have received all their Perfection.

The four hundred Millions of Bank Notes, made to the Month of *July*, 1719, having been preſently exhauſted by the great Circulation, which is made of them in Trade, as well at *Paris* as in the Provinces, it became neceſſary to think of an Encreaſe, to facilitate to the Publick a Buſineſs ſo commodious.

Theſe Fabrications are three in Number, all (as the preceding ones) made in the Year 1719.

The Fabrication of the 12th of *September*, conſiſted in a hundred and twenty Millions, diſtributed in twenty Regiſters, containing each ſix hundred Notes of ten thouſand Livres *per* Note, numbered from 1, to 12000.

The ſecond, of the 24th of *October*, is in every thing ſimilar to that of *September*, for the Number of Regiſters, Quantity and Value of Notes, and the Sum Total of a hundred and twenty Millions; theſe laſt beginning at No. 12001, to No. 24000, incluſive.

The third of theſe laſt Fabrications is of the 29th of *December*, and the greateſt, not only of the two preceding ones, but even of all thoſe, which had been made to that Time, its Total amounting to three hundred and ſixty Millions, diſtributed in four Claſſes of Notes of ten thouſand Livres, a thouſaid Livres, a hundred Livres, and ten Livres, *viz.*

In Notes of ten thouſand Livres, twenty Regiſters containing ſix hundred Notes each; of which ten Regiſters are engraved in the common Form, and numbered from 24001, to N°. 30000, and the ten others are printed, and the Notes numbered from 1, to 6000, making together the Sum of a hundred and twenty Millions.

In Notes of a thouſand Livres, a hundred and ninety-four Regiſters, containing each eight hundred Notes, of which eighty Regiſters are engraved, and the Notes numbered from 344001, to N°. 408000, and the other one hundred and fourteen are printed and the Notes numbered from 1, to N°. 91200, making together the Sum of a hundred and fifty-five Millions two hundred thouſand Livres.

In Notes of a hundred Livres, ſeven hundred and twenty-eight Regiſters, containing each a thouſand Notes; of which fifty Regiſters are engraved, and the Notes numbered from 450001, to N°. 500,000, and the other ſix hundred ſeventy-eight are printed, and the Notes numbered from 1, to 678,000, making together the Sum of ſeventy-two Millions eight hundred thouſand Livres.

In fine, in Notes of ten Livres, twelve hundred Regiſters all printed, containing each a thouſand Notes, numbered from 1, to N°. 1,200,000, making the Sum of twelve Millions.

It is then a thouſand Millions of Notes which the different Fabrications, made ſince the Bank's Eſtabliſhment to the End of the Year 1719, amount to, and muſt henceforward make its capital Funds; and theſe with the current Coin having appeared ſufficient for the Circulation of the Kingdom, his Majeſty declares by the ſaid Arret of the Month of *December*, that no more ſhall be made for the future, except the Quantity of printed Notes, that ſhall be neceſſary to replace thoſe endorſed and cancelled.

It is for the Execution of this Reſerve of replacing the Notes, that by an Arret of Council of the 10th Day of *February*, 1720, a new, and the laſt Fabrication of two hundred Millions of Notes has been ordained, with a Prohibition to the Treaſurer General, to employ them for other Uſes, than to replace the Notes which ſhall be returned endorſed.

Theſe new Notes, which are all to be dated from the 1ſt of *January*, 1720, are diſtributed only in three Claſſes; *viz.* in Notes of ten thouſand, one thouſand, and a hundred Livres.

The Regiſters for the Notes of ten thouſand Livres are to the Number of thirty-three, containing each ſix hundred printed Notes, numbered from 6001, to 25800, amounting to the Sum of a hundred and ninety-eight Millions.

For the Notes of a thouſand Livres, there are no more than two Regiſters, containing each eight hundred printed Notes, numbered from 91201, to N°. 92800, making the Sum of a hundred and ſixty thouſand Livres.

In fine, four Regiſters are deſtined for the Notes of a hundred Livres, each Regiſter containing a thouſand printed Notes, numbered from 678001, to

to N°. 682000, making the Sum of four hundred thouſand Livres.

It ſhould be remarked, that the Bank Notes of ten Livres (of which there is no mention made in the Arret, becauſe it was not cuſtomary to endorſe them, by reaſon of their Smallneſs) were afterwards ſuppreſſed, in order to bring more ready Money into Trade, and yet futurely to re-eſtabliſh them, when the Utility of them ſhould be better known, as ſhall be mentioned in what follows.

The Arret in which the Suppreſſion of theſe ſmall Notes was at firſt ordered, is of the ſame Month of *February*, 1720, and it appears, that this it was which gave to the Bank Royal its ultimate Form, and entire Perfection, at leaſt for its Management, in confirming its Union with the *India* Company.

S. A. R. Monſeigneur the Duke of *Orleans*, the Regent, being at the general Aſſembly of this Company, held at the Bank the 22d of *February*, and this Union which he propoſed in the King's Name, having been accepted, his Majeſty regulated the Conditions by the Arret of the 23d, which in twelve Articles, contains (beſides what concerns the Bank) the Confirmation of all that was propoſed by *S. A. R.* and accepted by the Company in the Aſſembly of the preceding Day.

The Diſpoſitions of this Arret, which fix the Conditions of the Bank for the future, are principally thoſe of the four firſt Articles, and of the laſt, and therefore ſhall be the only ones mentioned here.

By the firſt, His Majeſty gives the Government and Adminiſtration of the Bank to the *India* Company, for all the Term remaining unexpired of the ſaid Company's Privilege, and grants to it all the Profits and Benefits of the Bank, even thoſe made ſince its Converſion into the Royal Bank.

The ſecond declares, that the Bank remains a royal Bank, and his Majeſty continues reſponſible to the Publick for the Value of its Notes, as the Company does to the King for the Adminiſtration and Management of it, for which the ſixteen hundred Millions it lent his Majeſty, remains a Pledge, with a Prohibition to the Directors, not to make any new Bank Notes, but in Virtue of an Arret of Council.

It is ordained by the third, that the Company ſhall account for what is received and paid, by a brief and true State, as well to the Council, as to the Chamber of Accounts, in conformity with the Declaration of the 4th of *December*, 1718.

The fourth, forbids the Company to exact any more than five *per Cent.* which had been granted to the Bank upon the Silver brought into its Offices, nor to receive or pay the Species, but at the current Price; his Majeſty ordering moreover, that for the future, only three Sorts of Notes ſhould be delivered, *viz.* of ten thouſand, of a thouſand, and of a hundred Livres; and in Regard of the ten Livre Notes, that they ſhould yet be received for two Months, at the Offices of Receipt and Cuſtoms, or paid in Specie at the Bank Offices, which the Bearer choſe.

" This Suppreſſion of the ten Livre Notes, did not " only not take Place, as has been ſaid already, but " new ones were made, to cut down thoſe of ten " thouſand, nevertheleſs, without this Fabrication's " encreaſing the total Number of Bank Notes men- " tioned here before, the cut Notes of ten thouſand " Livres having been cancelled and put out of the " Commerce."

In fine, by the eleventh and laſt Article, the Comptroller General of the Finances is named by his Majeſty Inſpector General of the *India* Company, and Bank; and his ſaid Majeſty ordered Mr. *Pelletier de la Houſſaye*, Councellor of State in Ordinary, and the Provoſt of the Merchants of *Paris*, aſſiſted by two of the antienteſt Eſchevins then in Poſt, with the Judge, and the firſt Conſul of the Conſular Juriſdiction, to viſit the Caſh and Books of the Bank four Times a Year, and oftner if they think it proper, without being obliged to give any Warning.

The Arret of the 19th of *April*, 1720, juſt now ſpoke of, concerning the Suppreſſion of the Bank Notes of ten thouſand Livres, and the Fabrication of others of a thouſand, a hundred, and ten Livres, to be ſubſtituted in their room, *imports*, that the King being informed that it was convenient for the Eaſe of Commerce, to augment the Number of the thouſand, hundred, and ten Livre Bank Notes, and to direct the bringing in thoſe of ten thouſand Livres to be cut down, ordained, that Bank Notes of a thouſand, a hundred, and ten Livres, ſhould be made for four hundred and thirty-eight Millions, *viz.* three hundred Regiſters of Notes of a thouſand Livres; each Regiſter containing eight hundred printed Notes of a thouſand Livres each, numbered from 212801, to N°. 450800, making the Sum of two hundred and forty Millions; a thouſand eight hundred and ten Regiſters of a hundred Livre Notes, containing a thouſand printed ones each, numbered from 682001, to N°. 2492000, making the Sum of one hundred eighty-one Millions; and one thouſand ſeven hundred Regiſters of ten Livre Notes, numbered from 1200-001, to N°. 2900000, making the Sum of ſeventeen Millions; and in the whole, that of four hundred and thirty-eight Millions, the which joined to that of ſeven hundred ſixty-two Millions, in ſimilar Notes of a thouſand, a hundred, and ten Livres, till then made,

made, ſwells the total Sum to twelve hundred Millions. His Majeſty moreover ordaining, that in three Months the ten thouſand Livre Notes ſhould be brought into the Offices of the Bank at *Paris*, and in the Provinces, to be cut in Notes of a thouſand, a hundred, and ten Livres.

The Public, which ſince the Bank's Eſtabliſhment had been always fearful of loading itſelf with the Notes, being, in fine, recovered from its Apprehenſions, began to favour it; and both at *Paris* and in the Provinces, the moſt reputable Merchants already preferred them to Payments in Specie; and it was common to ſee them gain one, and one and a half *per Cent.* when an Arret of the Council of State appeared on the 21ſt of *May*, 1720, which ordained the Reduction of the Notes, to a Moiety, on the Terms directed in the ſaid Arret, in order to put them on a Par with the Silver Species, of which the Diminution had alſo been ordered by a preceding Arret, and that it was to be effected in the remaining Part of the ſaid Year 1720.

Although this Reduction of the Notes ſeemed abſolutely neceſſary, that the Motives explained by the Arret were urgent, and well founded; and that the Execution had been concerted and ordered, with all the propereſt Precautions and Regard, to hinder the Public from feeling all the Burthen of this Diminution; yet the King having been informed, that contrary to his Intentions, this Reduction had produced a general Confuſion in the Commerce; and, willing to favour the Circulation of the Bank Notes, to the Advantage of thoſe who paid and received them; his Majeſty ordered, by an Arret of the 27th of the ſaid Month and Year, that the Bank Notes ſhould have, and continue always to have, a Currency upon the ſame Footing, and for the ſame Value, as before the Arret of the 21ſt, which he revoked.

His Majeſty, in the Month of *June* following, publiſhed an Edict, for the Creation of twenty-five Millions of Rent upon the City of *Paris*, of which the Capitals ſhould be paid in Notes and Receipts that ſhould be cancelled. This demonſtrated and confirmed, that after other Openings, to get rid of the ſaid Bank Notes, the Diminiſhing their too great Number, and reducing them to the neceſſary Quantity, to ſupport the Credit and Commerce of the Bank, it ſhould be put upon the Foot of the Banks of *Venice*, *London*, *Amſterdam*, and of other Cities of *Europe*, where they are eſtabliſhed, of which all theſe Nations have for ſo long a Time found the Utility and Convenience.

The total Suppreſſion of the Notes of the Royal Bank, having, in fine, been judged neceſſary to the State, his Majeſty being informed that the Commerce could not longer paſs without the Circulation of the Species, upon Account of the Abuſe, which the Uſurers and Stockjobbers had introduced, into the Buſineſs or Trade of Bank Notes, which they had almoſt entirely diſcredited; *ordained* this Suppreſſion by an Arret of Council, of the 10th of *October*, 1720, nor leaves them longer current than to the 1ſt of *November* following, but granting, to the laſt of the ſaid Month, to thoſe who found themſelves burthened, the Openings ſpecified in the ſaid Arret, which I ſhall give here entirely on Account of the Importance of the Matter.

Arret of the King's Council of State, ordering a Suppreſſion of the Bank Notes of the 10th of October, 1720.

THE King having made, to be repreſented in his Council, the State annexed to the Minutes of the preſent Arret, of all the Bank Notes, as well engraved as printed, that have been made in Virtue of the different Arrets; upon its Receipt, his Majeſty learnt, that the whole of the ſaid Notes of all Sorts, amounted to the Sum of two thouſand ſix hundred and ninety-ſix Millions four hundred thouſand Livres, of which Quantity of the ſaid Notes, there has been converted, of thoſe of a thouſand and ten thouſand Livres, the Sum of two hundred Millions, into Notes of a hundred, fifty, and ten Livres, in Form of Diviſion only, without any Augmentation of the total Sum, and this in Execution of the Arrets of the 26th of *June*, 2d, and 19th of *September* laſt; that of the ſaid Sum Total of the ſaid Bank Notes, there has been burnt in the Town-Houſe of *Paris*, the Value of ſeven hundred and ſeven Millions, three hundred and twenty-ſeven thouſand four hundred and ſixty Livres, according to the verbal Proceſſes, that have been drawn up, as well by the Commiſſioners for this deputed by his Majeſty, as by the Provoſts of the Merchants, and Sheriffs of the ſaid City, dated the 28th of *June*, 1ſt, 9th, 16th, 23d, and 30th of *July*, 6th, 20th, and 29th of *Auguſt*, all laſt paſt; beſides which Quantity of Notes burnt, there has been carried to the Royal Treaſury, for the Acquiſition of perpetual Annuities, or for Life, more than five hundred and thirty Millions; to the Bank's Caſh, more than two hundred Millions, to have open Accounts there, according to the Arret of the 31ſt of *July* laſt, and for about ninety Millions in the different Cheſts of the *India* Company, Bank, and Mints, for the Payment made in Specie, all which Notes will be inceſſantly burnt in the Town-Houſe of *Paris*, as ſoon as the

the ſaid Commiſſioners of the King ſhall have finiſhed the verbal Proceſs, ſo that there remains no more Bank Notes in Trade, than for the Sum of one thouſand one hundred and ſixty-nine Millions, ſeventy-two thouſand, five hundred and forty Livres, to call in which Sum, beſides that which remains to make up, in Notes of Funds of the twenty-five Millions of Annuities, created by Edict in *June* laſt, there ſhall yet be extinguiſhed four hundred Millions for the Capital of the eight Millions of Annuities, at twelve and a half *per Cent.* created in *Auguſt* laſt, upon the Impoſts of the Provinces of the Kingdom, and a hundred Millions for the Capital of the four Millions of Annuities on Lives, at ſix *per Cent.* created by Edict alſo laſt *Auguſt*; and that which ſhall not have been carried to the ſaid Openings, may be *either* employed in an Acquiſition of the Tenths of Shares, according to the 8th Article of the Arret, of the 15th of *September* laſt, amounting to four hundred Millions, or be carried to the Mints, according to the ſaid Edict of the Month of *September*, or remain Annuities under the King's Guarantee. And as by all theſe Diſpoſitions, his Majeſty has given to the Bank Notes, Openings ſuitable to the different Views of his Subjects, beyond even what is neceſſary to aboliſh the ſaid Notes; that beſides thoſe of a hundred, fifty, and ten Livres, which have ſtill a Currency in the Commerce, according to the preceding Arrets, they are nevertheleſs fallen into ſuch Diſcredit, that they have no longer a Value as Species, and that they are not regarded, only in Reſpect to the Employs which they can make; ſo that the few Payments which are yet made with the ſaid Notes, only ſerve to hinder the Circulation of the Silver; to ſupport the high Price of Proviſions and Merchandize; and to introduce or perpetuate an Infinitude of Abuſes in Trade, which can only ceaſe by re-eſtabliſhing the Payments in Specie; his Majeſty has therefore thought proper to ordain it, in a convenient Time, by decreeing it to begin from the 1ſt of *January*, of the preſent Year, to pay off in this Manner the Arrears of all the Rents that it owes, together with the Penſions, Wages, Maintenance, Charges, and Expences, of whatſoever Nature they be; for which it being neceſſary to provide, his Majeſty in Council having heard the Report, by Advice of Monſ. the Duke of *Orleans* Regent, ordained, and does ordain what follows, *viz.*

1. The Bank Notes ſhall not, from the 1ſt of *November* next, be either given or received in Payment, on any Cauſe or Pretext whatſoever, except by a mutual Conſent, to which Purpoſe his Majeſty has derogated, and does derogate from the 3d and 4th Articles of the Arret of Council of the 15th of *September* laſt.

2. Nevertheleſs, his Majeſty wills, that from the Day of the Publication of the preſent Arret, there ſhall no Bank Notes be taken in the Offices of the Receipts and Farms, even for the Duties and Impoſts due before the Publication of the ſaid Arret; and that the ſaid Duties, and Impoſts of what Sort and Nature ſoever they be, ſhall be entirely acquitted in Specie, with the Exception however of the Sums due, as well for the ſaid Duties and Impoſts, as otherwiſe, before the 1ſt of *January* laſt, the which may be paid to the 1ſt of *December* next, in Bank Notes of a hundred, fifty, and ten Livres.

3. His Majeſty alſo wills, that the Rents, Penſions, Appointments, Wages, and other Sums, which remain to be paid by his Majeſty, on the Expences of the preſent Year, 1720, be diſcharged in Specie, and that the Sums due for the Year's antecedent to the preſent, ſhall be only paid in Bank Notes of a hundred, fifty, and ten Livres.

4. The Dividends due by the *India* Company, to the 1ſt of *January* next, ſhall be paid in Bank Notes of a hundred, fifty, and ten Livres; and in Regard of the Arrears, as well of the Rental Shares, as of the Annuities due by the ſaid Company, his Majeſty *wills*, that they be paid in Specie, to commence from the 1ſt of *July* laſt.

5. His Majeſty permits the Bearers of the Bank Notes of a hundred, fifty, and ten Livres, to place them to the laſt of *November* next, incluſive, in the Employs by it directed; after which Time, what ſhall remain of the ſaid Notes, are only convertable in Rental *Actions*, (or Shares) or in Tenths of the Shares, mentioned in the 8th Article of the Arret of Council of the 15th of *September* laſt. And the preſent Arret ſhall be read, publiſhed, and fixed up, whereſoever need be; and for the Execution hereof, all Letters requiſite ſhall be diſpatched. Done at the Council of State, (his Majeſty being preſent) held at *Paris* the 10th Day of *October*, 1720.

Signed PHELIPEAUX.

One of the principal and laſt Openings, and it may be ſaid the moſt convenient to Trade and Traders, was, without doubt, the Eſtabliſhment of open Accounts, and Transfers, ordered by the Arret of the 13th of *July* of the ſame Year, 1720.

From the firſt Erection of the general Bank, this Eſtabliſhment was thought on, and by the 16th and 17th Articles of the Letters Patent, of the 20th of *May*, 1716, it was permitted to that Bank, to take Charge

Charge of the Caſh of Particulars, as well in Receipts as Payments, and to transfer ſome, which was equally granted and confirmed, by the Declaration of the King of the 4th of *December*, 1718, by which his Majeſty honoured it with the Title of Bank Royal, and to ordain that for the future, the Management ſhould be made in his Name, and under his Authority.

It is true, that the Bank had not yet made uſe of its Privilege, and that if ſome Particulars had carried their Funds to its Caſh, this was rather by way of Depoſit, than to have open Accounts, and to make Transfers, in which it muſt be owned, that the *French* Bank has been very inferior to foreign ones, which by the Operations of their Accounts, and Transfers, have placed a Facility and Security in their Commerce and among their Merchants, of which it is aſtoniſhing there has yet no Notice been taken in *France*, where, particularly for a Century paſt, ſo many Eſtabliſhments, advantageous to Trade, and thoſe concerned in it, have been made.

It is then altogether, and for to ſink ſix hundred Millions of Bank Notes, and to make the *French* Merchants enjoy the Advantages that the neighbouring States have been uſed to find in their open Accounts and Transfers, that his Majeſty ordained by his Arret of Council, of the 13th of *July*, 1720, that there ſhould be Books opened, as well at *Paris*, as in the principal Cities of the Kingdom, conformable to what is obſerved in the Countries, where ſuch Eſtabliſhments are made, and according as it is more amply explained, by the eighteen Articles of the ſaid Arret, of which follows an Extract, as well as of the Inſtructions drawn up in Conſequence, to facilitate the Execution.

The 1ſt Article of the Arret, ordains, that there ſhall be opened, at the Office of the Bank at *Paris*, the 20th of the ſaid Month of *July*, and the 20th of *Auguſt* following, in all the Cities of the Kingdom, where there are Mints, and in all thoſe, where it ſhall be judged neceſſary to make ſuch Eſtabliſhments, a Book of Accompts Current, and Transfers, of which the Funds ſhall not exceed ſix hundred Millions.

2. That upon the ſaid Funds of ſix hundred Millions, there ſhall be reſerved three hundred Millions for the provincial Cities.

3. That the Funds of three hundred Millions for *Paris*, ſhall be made in the Bank there, in Bank Notes of ten thouſand, and a thouſand Livres only, which ſhall be received by the Bank's Treaſurer, cancelled by him in Preſence of the Bearers, and then burnt, in the Manner preſcribed by the Arret of the 11th of *June* foregoing, and the Bearer ſhall be credited the Import of the ſaid Notes.

4. That the Funds of the three hundred Millions, reſerved for the Provincial Cities, ſhall be made in ſuch Notes as the aforementioned, before the Directors of the Mints in the ſaid Cities, to be by them cancelled in Preſence of the Bearers, and afterwards ſent to the Treaſurer of the Bank at *Paris*, where they ſhall be burnt, in the Manner mentioned in the preceding Article.

5. That the ſix hundred Millions, which are to compoſe the Funds of the ſaid Accounts and Transfers, ſhall be agreed in Livres Tournois, and cannot be ſubject to any Variation, whatever Diminution may happen in the current Value of the Species.

6. That all the Bills of Exchange, and Notes of Hand of five hundred Livres, or above; likewiſe the Sales of Merchandize in Groſs, in the Cities where the Books of Accounts current and Transfers are eſtabliſhed, ſhall be acquitted by Draughts on Pain of Nullity of Payment, and of five hundred Livres Mulct for the Bank, as well againſt the Creditor as Debtor.

7. That thoſe who have Accounts in Bank, in any of the Cities mentioned in the 1ſt Article, and would make Payments in ſome others of the ſaid Cities, may do it by Transfers from City to City.

8. That the Funds of his Majeſty's Subjects put in Bank, ſhall not be ſubject to any Seizure, not even for the proper Money and Affairs of his Majeſty.

9. That Strangers may have Accounts current in Bank, which alſo ſhall not be ſubject to any Seizure or Confiſcation, under Pretext of War, Repriſals, or Eſcheatage, nor on the Part of their Creditors.

10. That the Draughts may be negociated againſt current Money, whatever Sums they may amount to.

11. That the Provoſt of the Merchants of the City of *Paris*, aſſiſted by the oldeſt Eſchevin of the Mercantile Order, ſhall have the general Inſpection of the Draughts, endorſe and mark the Regiſters, which they ſhall order to be laid before them whenever they think proper.

12. That the Management of the ſaid Draughts, ſhall be by four Directors, under the Orders of a Comptroller General, who ſhall be named by his Majeſty, and ſhall take their Oaths before the ſaid Provoſt of the Merchants.

13. That the general Ballance of the Books, ſhall be made twice a Year, *viz.* in *December* and *June*, for which Purpoſe the Books ſhall be ſhut from the 20th to the End of the ſaid Months, during which Time no Proteſt

Proteſt ſhall be made againſt Bills of Exchange or Notes of Hand; his Majeſty decreeing, that the Proteſts made in three Days after the Opening of the Books, ſhall have the ſame Effect, as if they had been made at the Time of their falling due, happening when the Books were ſhut.

14. That for the Security and Preſervation of the Draughts, the Books ſhall be kept double, by the Book-keepers and their Comptrollers, and depoſited in different Places.

15. That thoſe who ſhall have Payments to make in Bank, ſhall carry a Note ſigned by them to the Book-keepers; or if they cannot carry it, they ſhall ſend it by their Attorney, or ſome other with a Power, both of which to be in the following Form:

Form of the Draught.

" MEſſieurs the Directors of the Bank, pay to
" Mr.
" the Sum of Value
" at
" the Day of
" one thouſand ſeven hundred

Form of the Power.

" I The Underwritten, give Power to Mr.
" to carry for
" me to the Book-keepers of the Bank, the Draughts
" that I ſhall give upon the Caſh that I have in Ac-
" count current, and to get them paſſed to my Debit,
" and to the Credit of thoſe to whom I ſhall have
" aſſigned the Sums, directed by the ſaid Draughts;
" as alſo, I authorize him to demand of the Book-
" keepers ſuch Sums, as ſhall have been paid to my
" Credit by my Debtors. Made at
" the Day of
" One thouſand ſeven hundred

16. That all thoſe who have an Account open with the Bank, ſhall be obliged to ſign in the Margin of the Folio, where their Account has been opened.

17. That in caſe any Merchant draws upon the Bank, beyond the Credit he has there, he ſhall be obliged to pay, by way of Mulct, five hundred Livres to the Advantage of the Bank.

18. In fine, if there happens any Diſputes in the Execution of the preſent Arret, they ſhall be determined by the Conſular-Judges, and by Appeal to the Council, his Majeſty forbidding the Hearing to all his Courts and Judges.

The following Inſtruction, drawn up to facilitate the Execution of the preceding Arret, is in Part conformable to what is practiſed in the Bank of *Venice*, and in thoſe of *Amſterdam* and *Hamburgh*, whereof I have before ſpoke; and in Part compoſed of the Operations, which are only proper and ſuitable to the Bank Royal of *France*.

As this Matter is in ſome Sort entirely new to the *French* Merchants, particularly to thoſe who have never engaged in a foreign Trade, the Author of the Inſtructions has entered into a grand Detail, but ſo neceſſary and inſtructive, that it has been thought difficult to abridge it, without retrenching ſomething uſeful; ſo that it is given here entire, except the Model of the Accounts current, whoſe Form being known to every Merchant, they are omitted to be inſerted here.

Instructions *on the Manner that Accounts current are opened in the Bank, and how Transfers are made.*

THERE ought to be no more than one ſingle Book for the Accounts in Bank, but with as many Parts or Articles as is neceſſary; each Part ſhould only contain about two hundred Leaves, the which ſhould be numbered, *viz.* the firſt Part from 1 to 200; the ſecond Part from No. 201 to 400, and ſo one after another.

Each Book-keeper ſhould only have about two hundred Accounts, and theſe the Directors are to diſtribute; having regard that thoſe which occaſion moſt Writing, be ſo divided among the Book-keepers, that one may not have more Work than another, and this as equally as poſſible.

Each Book-keeper is to have his Comptroller, *that is to ſay*, that the Comptroller ought to have the Counter Part of the ſame Book, as the Book-keeper, and with the ſame Folios, ſo that when the Book-keeper enters a Sum on an Account, the Comptroller ſhall write in the ſame Sum, in the ſame Order, to the End that they may always agree the one with the other; ſo that they ought every Evening before they retire, to examine and compare the Sums wrote in, that by this Means they may prevent all Errors.

Every Evening the Comptrollers ought to carry their Books to a ſeparate Place from the other Books, which ſhall be appointed them for this Purpoſe, to guard them from Accidents, which may be occaſioned by Fire or otherwiſe.

For the Draughts, a Commiſſary ſhall be appointed, who every eight Days ſhall take them from the Book-keepers, to put them according to the Order of their Dates on Files, and then into a ſecure Place, that they

they may be guarded againſt Fire, and that Recourſe may be had to them in caſe of Need.

The Bank ſhall be open every Day, except *Sundays* and Feſtivals, from eight to eleven in the Morning, and from three to ſix in the Afternoon.

Thoſe who would have an Account in Bank, ſhall carry their Notes there, and the Treaſurer, or he that ſhall be appointed for it, ſhall give them a Receipt, which they ſhall deliver to the Directors, who ſhall order an Account to be opened for them, and credit them the Amount of the Receipt in their Preſence.

For Example; *Peter* would have a Credit in Bank for 120,000 Livres, *James* for 80,000, and *Paul* for 50,000, and each having delivered the Value in Bank Notes to the Treaſurer, he ſhall give them in Return his Receipt, which they are to deliver to the Directors, who in their Preſence ſhall open Accounts, and credit them the Sums which *per contra* are to be debitted Caſh.

Viz. { Fol. 1. *Account of the general Caſh.*
Fol. 2. *Account of* Peter.
Fol. 3. *Account of* James.
Fol. 4. *Account of* Paul.

Peter and the others ought to take a Note of the Folio, where their Accounts are entered, in order to put the ſame Folio on their Daughts, when they would pay, or have ſome Sums wrote into Bank.

In Regard of Payments or Transfers, which ſome of the Concerned would make to others, it ſhall be done as follows;

Viz. Peter is to pay *James* a Sum of 3000*l.* for Value received in Merchandize, the Day that he is to make this Payment, he muſt carry or ſend to the Book-keeper, by his Attorney, a Note in the following Form.

Fol. 2. for 3000*l.*

Meſſieurs of the Bank Royal, pay to James, *three thouſand Livres, for Value received in Merchandize. At* Paris *the* 20*th of* July, 1720.

Peter.

The Folio 2. directs the Book-keeper to *Peter*'s Account, which he debits the 3000*l.* and by the Regiſter of the Alphabet, he will find the Folio of *James*'s Account which he will credit the ſaid 3000*l.*

Viz. { Fol. 2. *Account of* Peter.
Fol. 3. *Account of* James.

The next Day *James* muſt go to the Bank, or ſend the Perſon impowered by him, to demand whether *Peter*'s Sum has been credited him, and the Queſtion is to be propoſed in this Manner; *by James,* Fol. 3. *of* Peter, *three thouſand Livres*; and if the Book-keeper finds the Sum wrote in, he replies, *by* Peter, *three thouſand Livres.*

If *James* would pay that Day any Sum, he delivers at the ſame Time his Draughts to the Book-keeper, in the Form mentioned above, to avoid returning or ſending that Day to the Bank.

All Bills of Exchange of 500*liv.* or upwards, drawn from foreign Parts, ſhall be paid in Bank, *viz.* a Bill of two thouſand Livres drawn from *Amſterdam* upon *Paul* at Sight, of which *Peter* is the Bearer, who muſt preſent the ſaid Bill to *Paul*, who finding it good, and deſigning to pay it, *Peter* writes on the Backſide of the Bill, *pay on my Account in Bank, the Contents on the other Side.* At *Paris,* the

The ſame Day *Paul* ought to carry or ſend a Note to the Bank, in the following Form.

Fol. 4. for 2000*l.*

Meſſieurs the Directors of the Bank Royal, pay to Peter, *two thouſand Livres, for Value received in a Bill, drawn on me from* Amſterdam. *At* Paris, the 20*th of* July, 1720.

Paul.

The next Day *Peter* ſhould go to the Bank to know whether *Paul* has paid it, that in Defect thereof, he may uſe his Diligencies.

If *Peter* will not truſt *Paul* with the Bill acquitted, he may deliver it to the Book-keeper, who keeps *Paul*'s Account, to give it up to *Paul* when he has paid it.

The ſame ſhall be done with Promiſſary Notes, whether payable on Demand, or at Time.

And the ſame ſhall be obſerved with Bills of Exchange at ſome Days Sight, or at different Uſances, of which the Acceptance ſhall be as common, but the Morning they fall due, the Bearer ought to ſend them to the Acceptors endorſed, *pay on my Account in Bank*, and it will be managed as has been mentioned for Bills at Sight.

The provincial Cities, where the Bank has Offices, ſhall act in the ſame Manner.

And all thoſe Cities, where there is an Office of the Bank, muſt correſpond with one another, for Payments, which Merchants, or others who have Accounts in Bank, want to make. *For Example, Peter* of *Paris* would remit to *Claude* of *Lyons*, ſix thouſand Livres; and *James* would remit to *John*

of *Lyons*, four thouſand Livres, and others, the ſame, which is to be done in the following Manner.

Fol. 2. for 6000*l.*

MEſſieurs the Directors of the Bank Royal, pay to Claude *at* Lyons, *ſix thouſand Livres, for Value in Account* ; *at* Paris, *the* 20*th of* July, 1720.

Peter.

And *James* muſt act in the ſame Manner, to make his Remiſs of 4000*l.* to *John* at *Lyons.*

The Book-keepers, after having debited *Peter* and *James* the aforementioned Sums, and credited the Bank Office of *Lyons* therewith, ſhall deliver a Note to the Directors, that they may ſend a Minute thereof to *Lyons*, that Credit may be given to *Claude* of 6000*l.* and to *John* of 4000*l.* which Minute ſhall be made in the ſubſequent Form.

Fol. 5. for 10,000*l.*

MEſſieurs the Directors of the Bank Royal Office at Lyons, *pay to the followings,*

To Claude, *Value of* Peter	6000*l.*
To John, *Value of* James	4000*l.*
	10000*l.*

For the Sum of ten thouſand Livres.

Examined by an Inſpector, and ſigned by a Director.

The Directors take Care to ſend the aforeſaid Minute by the firſt Poſt to *Lyons*, and the Director of the Bank Office there, in Reply, will acknowledge the Receipt of the ſaid Minute, by making mention of the Sums and Contents, and that he has given Credit to the ſaid Perſons.

Viz. { Fol. 2. *Account of* Peter.
Fol. 3. *Account of* James.
Fol. 5. *Account of* Lyons.

At *Lyons* they ſhall act in the ſame Manner for the Sums, which thoſe who have Accounts in Bank would remit to *Paris*. *For Example*; *Claude* of *Lyons* would remit two thouſand Livres to *Peter* at *Paris*; and *John* of *Lyons*, three thouſand Livres to *James* of *Paris*, which is done in the following Manner, *viz.*

Claude carries to the Bank Office at *Lyons* his Draught, that the Director may pay to *Peter* at *Paris* two thouſand Livres, and *John* does the ſame for the Payment of three thouſand Livres to *James* at *Paris*, of which the Director of the Office there muſt ſend a Minute to the Directors of the *Pariſian* Bank, in the following Form.

Fol. 5. for 5000*l.*

MEſſieurs the Directors of the Bank Royal at Paris, *pay to the following Perſons.*

To Peter, *Value of* Claude	2000*l.*
To James, *Value of* John	3000*l.*
	5000*l.*

For the Sum of five thouſand Livres.
At Lyons, *the* 20*th of* July, 1720.

Examined by the Inſpector, ſigned by the Director.

The Directors ought to credit *Peter* and *James* the Sums mentioned in the Minute from *Lyons*, and Debit the Bank Office there the total Sum.

Viz. { Fol. 2. *Account of* Peter
Fol. 3. *Account of* James.
Fol. 5. *Account of* Lyons,

The Directors of the Bank at *Paris* ſhall acknowledge to thoſe at *Lyons*, the Reception of the Minute, and make mention alſo of the Sum and Contents, and that they have given Credit to thoſe mentioned therein.

And as the Bank acts with its Office at *Lyons*, and with the Bank at *Paris*, the Operations muſt be the ſame with all other Cities, where Bank Offices are eſtabliſhed, ſo that thoſe who have Accounts in Bank, may remit what Sums they pleaſe, to any of the Cities in the Kingdom, where the Bank has Offices, without any Riſque or Charge, provided always, that the Sum drawn does not exceed their Credit in Account.

The ſame Tranſactions may be performed from one provincial City to another, where there are Bank Offices, according to the Example from *Paris* to *Lyons* ; the Offices of Bank muſt ſend ſimilar Minutes every where that thoſe who have Accounts in Bank want to remit to.

The Directors of the provincial Bank Offices ſhall alſo make their Ballance in the Time preſcribed by the Arret of Council beforementioned, and ſhall ſend a Copy to the Directors of the Bank at *Paris*, ſigned by the Inſpector and Comptrollers.

The Book-keepers ſhall be obliged to ſend every Evening to thoſe who deſire it, a Note of all the Sums

Sums that have been paid or wrote in for them, or of Remittances that have been made on their Accounts from any of the Provinces. For which Purpoſe there ſhall be paid to the Book-keeper, by thoſe who have deſired the ſaid Note, fifty Livres *per Ann.* above which they ſhall not exact any thing; and this Sum ſhall be given to the Directors, who ſhall divide it equally among the Book-keepers.

However ſerviceable the Eſtabliſhment of Bank Accounts appeared at firſt, the Succeſs did not anſwer the Expectations that had been conceived of it; on the contrary, it occaſioned abundance of Confuſion in the interior and exterior Commerce of the Kingdom. The Public put very little Confidence in them, becauſe of the Impoſſibility of converting them into Caſh, and feared, that the ſaid Accounts ſhould conſequentially be obliged for the Payment of all Sorts of Debts.

Theſe Inconveniencies having appeared greater than the Advantages which were expected from it; and a ſhort, but ſure Experience, having made it appear, that the *French* Merchants would be with Difficulty accuſtomed to this Commerce of Draughts, though ſo uſeful to their Neighbours, his Majeſty, always attentive to the greateſt Eaſe and Good of his Subjects, found it proper to ſuppreſs the Bank Accounts by an Arret of the 26th of *December*, 1720; directing at the ſame Time to the Employs and Uſes to be made of the Sums which had been brought in.

The Execution of this Arret having given Birth to a Variety of Diſputes, about the Payment of the Agreements, and Tranſactions, made in Bank Draughts, before their Suppreſſion; his Majeſty, to ſtop and prevent them, publiſhed a ſecond Arret the 21ſt of *January*, 1721, by which, after having again confirmed the ſaid Suppreſſion of the Bank Accounts, it ordains among other Things:

1ſt, That it ſhall not be futurely permitted to give the ſaid Draughts, in Payment even by mutual Conſent; his Majeſty declaring, nevertheleſs, that the Offers made of them in Court, or in a juſtitiary Way, before the Publication of the preceding Arret, ſhould be valid. 2dly, That the Notes of Hand, and others, payable in old or new Bank Draughts, ſhould henceforward only be paid in Specie. 3dly, That the Valuation of the ſaid Draughts ſhould be regulated, by regarding what the Bank Accounts ſhould loſe, at the Time of tranſacting the ſaid Bank Notes, and this in Relation to the Species of Gold and Silver of the then Currency.

This Arret has yet ſome other Diſpoſitions, but leſs important, and,

In fine, to terminate entirely the Affair of Bank Accounts, the King, by a third Arret of the 14th of *February*, 1721, confirms the Employs of the ſaid Accounts already indicated in the Arret of the 26th of *December*, 1720, *viz.* in Annuities upon the Aids and Gabelles, in Rents upon the Tailles and other Impoſts, created by Edict, of the preceding Month of *Auguſt*, in the Rental Shares upon the *India* Company, and preſcribes more particularly, the Form in which the ſaid Employs, and the Certificates of the Directors of the ſaid Bank Accounts, may be made.

I have now finiſhed my intended Account of foreign Banks; and in Compliance with my Promiſe, ſhall proceed to that of our own, previous to the few comparative Remarks I have to make on the Difference of tranſacting Affairs between them.

Bank of England.

THIS Bank, though not ſuppoſed ſo rich as that of *Amſterdam*, is full as ſecure, and the Tranſactions with it rendered much more eaſy to the Merchants and Traders, than they are in the other: It was eſtabliſhed by Charter from his Majeſty King *Will.* III. in Conſequence of an Act of Parliament, paſſed in 5 *Will.* and *Mar.* Cap. 20. and continued by the ſeveral ſubſequent Acts, *viz.*

Every Year, beginning from the 1ſt of *June*, 1694, the Sum of 140,000*l.* out of Monies to ariſe by Duties of Tonnage, *ſince expired*, and by an Exciſe on Beer, *&c.* hereby granted (*being a Moiety of the Rates granted by* 2 Will. *and* Mar. *St.* 2. *Cap.* 10.) ſhall be a yearly Fund for the Annuities in the Act mentioned, and for the Purpoſes hereafter expreſſed, and any Deficiencies to be ſupplied out of the unappropriated Revenues. 5 and 6 *Will.* and *Mar.* C. 20. S. 17.

For raiſing 1,200,000*l.* Part of 1,500,000*l.* *granted by the Act*, the yearly Sum of 140,000*l.* ſhall be kept apart in the Receipt of Exchequer, and paid as in the Act is directed. S. 18.

Their Majeſties, by Commiſſion under the Great Seal, may appoint Perſons to take Subſcriptions on or before the firſt Day of *Auguſt*, 1694, by any Perſons, Natives, or Foreigners, *&c.* for raiſing and paying into the Receipt of the Exchequer 1,200,000*l.* Part of the Sum of 1,500,000*l.* and the yearly Sum of 100,000*l.* S. 19.

Part

Part of the yearly Sum of 140,000*l.* ſhall be applied to the Uſe of ſuch Perſons, as ſhall make ſuch Subſcriptions and Payments, in the Proportion hereafter mentioned, *viz.* each weekly Payment, ſhall, by the Auditor of the Receipt, be divided into five-ſeventh Parts, and two-ſeventh Parts, which five-ſeventh Parts are appropriated towards the Payment of the ſaid yearly Sum of 100,000*l.* and ſhall be paid to the Contributors, raiſing the Sum of 1,200,000*l.*

S. 20. Their Majeſties by Letters Patent, may appoint in what Manner the ſaid Sum of 1,200,003*l.* and the ſaid yearly Sum of 100,000*l.* or any Part thereof, may be transferred to ſuch Perſons as ſhall accept of the ſame, and incorporate ſuch Subſcribers, to be one Body Corporate, by the Name of *The Governor and Company of the Bank of England*, and they ſhall be capable to purchaſe and retain Lands, *&c.*

S. 22. The Commiſſioners of the Treaſury, *&c.* are required, without farther Warrant, to direct their Warrants yearly, for the Payment of the ſaid 100,000*l.* to the Contributors of the ſaid 1,200,000*l.* and the Auditor of Receipt of Exchequer, and all other Officers of the Exchequer, are enjoined to iſſue the ſaid Monies without Fee, and under the Penalties inflicted upon any Officer for diverting any Money appropriated by this Act.

S. 26. The Corporation, ſo to be made, ſhall not borrow under their Common Seal, any farther Sum than 1,200,000*l.* ſo that they ſhall not at any one Time, owe more, unleſs by Act of Parliament, upon Funds agreed in Parliament; and if any more ſhall be borrowed under the Common Seal, every Member of the ſaid Corporation ſhall, in their private Capacities, be liable in proportion to their ſeveral Shares, to the Repayment of ſuch Monies, with Intereſt; and in ſuch Caſe, an Action of Debt may be maintained in any of the Courts of Record at *Weſtminſter*, by the Creditors, to whom any ſuch Security, under the Common Seal of the Corporation ſhall be made, againſt all, or any of the Members of the Corporation, in Proportion to their Shares, wherein Judgment may be recovered, as if Security were given in their private Capacities, any Agreement to the contrary notwithſtanding.

S. 27. The Corporation ſhall not trade, or ſuffer any Perſon in truſt for them to trade, with any of the Effects of the Corporation, in the buying or ſelling of any Merchandiſe or Goods; and every Perſon ſo trading, or by whoſe Order ſuch Trading ſhall be made, ſhall forfeit the Value of the Goods and Merchandiſe traded for, to ſuch Perſon as will ſue for the ſame in the Courts of Record at *Weſtminſter*.

But the Corporation may deal in Bills of Exchange, and in buying or ſelling Bullion Gold or Silver, or in ſelling Goods mortgaged to them, and not redeemed within three Months after the Time, or ſuch Goods as ſhall be the Produce of Lands purchaſed by the Corporation. S. 28.

All Bills obligatory and upon Credit, under the Seal of the Corporation, may, by Endorſement thereon under the Hands of the Proprietors, be aſſigned, and the Aſſignee may ſue in his own Name. S. 29.

If the Governor, or other Members of the Corporation to be eſtabliſhed, ſhall, upon Account of the Corporation, purchaſe any Lands, or Revenues belonging to the Crown, or lend to their Majeſties, their Heirs, or Succeſſors, any Money by Way of Anticipation on any Part of the Revenue, other than ſuch Part only on which a Credit of Loan ſhall be granted by Parliament, then the ſaid Governor or Members ſo conſenting to lend, being thereof lawfully convict, ſhall forfeit treble the Value of ſuch Sum ſo lent, whereof one fifth Part ſhall be to the Informer, to be recovered in any Court of Record at *Weſtminſter*, and the Reſidue to be diſpoſed of by Parliament. S. 30.

Amerciaments, Fines, and Iſſues againſt the ſaid Corporation, upon Account of any Suits to be brought againſt them, ſhall not be pardoned; and if ſuch be eſtreated into the Exchequer, the Officers of the Exchequer, who are to pay the yearly Sum of a hundred thouſand Pound, may, out of that, detain ſo much as the ſaid Amerciaments, Fines, or Iſſues, amount unto. S. 31.

If any Perſon ſhall obtain a Judgment againſt the Corporation, and ſhall bring Execution thereupon unto the Officers of the Exchequer, then the ſaid Officers are required to pay the Sum in the Execution mentioned, to the Plaintiffs or their Aſſigns; and the ſaid Officers may detain ſo much of the yearly Sum of an hundred thouſand Pounds, as the Debt ſhall amount unto. S. 32.

Any Member of the Houſe of Commons may be a Member of this Corporation, notwithſtanding Stat. 5 and 6 *Will.* and *Mar.* Cap. 7. S. 33.

Th

8 and 9 *Will.* III. Cap. 20. S. 20. The preſent Stock of the Bank of *England* ſhall be enlarged by new Subſcriptions.

S. 21. Before ſuch Enlargement, the Stock ſhall be computed by ſeven of the preſent Members, and ſeven of the new Subſcribers; and if the clear Stock amount not to one Million two hundred thouſand Pounds, the old Members to make it up in Tallies, Orders, Bank-Bills, or Notes; but if it exceed one Million two hundred thouſand Pounds, then the Surplus to be divided among the old Members.

S. 22. Seven Commiſſioners, appointed by his Majeſty for that Purpoſe, ſhall take ſuch new Subſcriptions before the 24th of *June*, 1697.

S. 23. Four-Fifths of each Subſcription, ſhall be at the Time of ſubſcribing, anſwered by Tallies and Orders, upon the firſt, third, or fourth Aids of four Shillings *per* Pound, the quarterly Poll, Three-Fourths of the Cuſtoms, the Salt Act, Two-Thirds of the additional Exciſe, the additional Impoſition, the Stamp Act, the three hundred thouſand Pounds *per Ann.* on Tonnage and Poundage, the Duties on Marriages, Births, and Burials, *&c.* on Wines, Vinegar, and Tobacco, *&c.* and Joint Stocks, *&c.* on Low Wines, *&c.* on the ſix thouſand Pound *per* Week out of the Exciſe, or the ſix hundred Pounds *per* Week out of the Poſt Office; and the other fifth Part in Bank Bills or Notes.

S. 24. After the 24th of *June*, 1697, Intereſt of eight *per Cent. per Ann.* ſhall be allowed for the Tallies and Orders ſo ſubſcribed, out of the Funds granted by this Act, *viz. the Tonnage and Poundage*; *the Duties on Wine and Vinegar, granted by* Stat. 1 Jac. II. Cap. 3. *The Duties on Tobacco and Sugar*, by 1 Jac. II. Cap. 4. *the additional Impoſitions on Goods and Merchandiſes*, by 2 Will. *and* Mar. Stat. 2. Cap. 4. *and* 4 *and* 5 Will. *and* Mar. Cap. 5. *the Stamp Act*, 5 *and* 6 Will. *and* Mar. Cap. 21. *and the Duty on Houſes, by* 7 *and* 8 Will. III. Cap. 18.

S. 25. The Intereſt payable to the Bank upon ſo many Tallies or Orders as the Bank is already poſſeſſed of, whereof the Principal ſhall be equal to the ſaid fifth Part ſubſcribed in Bank Bills or Notes, ſhall be likewiſe augmented to eight *per Cent.*

S. 26. The new Subſcribers ſhall, after the ſaid 24th of *June*, be Members of, and united to, the Bank of *England.*

S. 28. During the Continuance of this Bank, no other Bank, or Fellowſhip in nature of a Bank, ſhall be erected, or permitted by Act of Parliament.

S. 29. The Intereſt due on Tallies and Orders, ſubſcribed into the Bank, ſhall be accepted as ſo much Principal Money.

S. 30. The Bank may borrow by Bills (over and above the one Million two hundred thouſand Pounds, to which they were at firſt limited) any Sum not exceeding the Sum ſubſcribed, under an Obligation of paying the ſaid Bills in Money upon Demand; and in Default thereof, on Demand made at the Bank between nine and twelve in the Forenoon, and the Default proved by Affidavit in Writing before one of the Barons of the Exchequer, the ſaid Bills to be paid at the Exchequer, out of the firſt Money due unto the Bank, other than the Fund of a hundred thouſound Pounds *per Annum*; but theſe Bills ſhall be diſtinguiſhed from the Debts contained within the ſaid one Million two hundred thouſand Pounds, and expreſſed to be made by Virtue of this Act.

S. 31. The Capital Stock and Fund of the ſaid Bank ſhall be exempt from Taxes.

S. 32. After completing of the ſaid Subſcriptions, the Intereſt of all Tallies and Orders ſubſcribed, together with the ſaid hundred thouſand Pounds *per Ann.* ſhall be applied to the Uſe of the Members of the Bank, proportionable to each Member's Share therein.

S. 33. The Stock of the Bank ſhall be accounted a perſonal, and not a real Eſtate, and ſhall go to Executors, and not to Heirs.

S. 34. No Contract or Agreement, either by Word or in Writing, for buying or ſelling of Bank Stock, ſhall be good in Law or Equity, unleſs it be regiſtered in the Books of the Bank within ſeven Days, and the Stock transferred within fourteen Days.

S. 35. No Act of the Bank ſhall forfeit the Stock thereof, but the ſame ſhall be ſubject to their Debts.

S. 36. It ſhall be Felony without Benefit of the Clergy, to forge or counterfeit the common Seal of the Bank, or any ſealed Bank Bill, or any Bank Note, or to alter or eraſe any ſuch Bills or Notes.

S. 37. The Officers of the Exchequer ſhall keep Account of all Monies appropriated to the Bank, either upon the Fund

of

of a hundred thouſand Pounds *per Ann.* or any other parliamentary Funds, or for Tallies belonging to the Bank; and ſhall duly direct, record, and make Payment thereof, under the Penalty of Loſs of Place, Incapacity, and double Damages.

S. 38. The Monies ariſing by the Continuation of the Subſidy of Tonnage and Poundage, &c. of Wines, Vinegar, and Tobacco, &c. by the additional Impoſitions on Goods and Merchandiſes; by ſtamped Vellum, &c. by Marriages, &c. and by the Duties on Houſes, from the Times that the ſaid Duties are ſeverally continued as aforeſaid, till the 1ſt of *Auguſt*, 1706; and by the Surplus of the Duties on Wine, Vinegar, and Tobacco, &c. over and above the one Million five hundred thouſand Pounds Credit given thereupon, and the Intereſt thereof ariſing by the Act 7 and 8 *Will.* III. Cap. 10. continued till the 29th of *September*, 1701; and alſo on Houſes (after the Repayment of ſeven thouſand three hundred and eighty-two Pounds, eleven Shillings and four Pence, borrowed thereon, by 7 and 8 *Will.* III. Cap. 18. and the Intereſt thereof; and of all the Bills ſigned at the Mints for the Six-pence *per* Ounce upon Plate, brought in between the 4th of *May*, 1696, and the 4th of *November*, 1696) granted for ſeven Years, from the 25th of *March*, 1696; and upon Salt, &c. (after the Repayment of one Million ſeven hundred and twenty-four thouſand Pounds, borrowed thereon, and the Intereſt thereof) ariſing by the Act 7 and 8 *Will.* III. Cap. 31. ſhall be the general Fund, for making good the particular Funds in this Act expreſſed, and ſhall be applied accordingly.

S. 41. The Monies ariſing by the ſaid general Fund, after the 28th of *June*, 1698, as well by the ſaid Duties on Houſes, and additional Impoſitions, as for the ſaid Duties on Vellum, &c. continued from the 28th of *June*, 1698, to the firſt of *Auguſt*, 1706, and for Tonnage and Poundage, &c. continued from the 25th of *December*, 1699, to the firſt of *Auguſt*, 1706, and for Marriages, &c. and for Wines, Vinegar, Tobacco, &c. continued from the 28th of *September*, 1701, to the 1ſt of *Auguſt*, 1706, and by the ſaid Surplus on Wines, Vinegar, and Tobacco, &c. and on Salt, &c. ſhall be applied towards Principal and Intereſt of the ſaid firſt, third, and fourth Aids of four Shillings *per* Pound; the quarterly Poll; the Three-Fourths of the Cuſtoms; the Duties on Salt, &c. the Two Thirds of the additional Exciſe; the additional Impoſitions; the Duties on Vellum, &c. on Marriages, &c. on Wines, Vinegar, and Tobacco, &c. and the three hundred thouſand Pound *per Ann.* out of Tonnage and Poundage, in proportion to the reſpective Deficiencies, as computed in this Act. And every twenty-eight Days, an Account ſhall be made up at the Treaſury, of all the Monies brought in, applicable to the ſaid deficient Funds, which ſhall be applied proportionably, as well to the Bank of *England*, as other Perſons entitled to principal and Intereſt thereon.

Out of the ſaid general Fund the Intereſt due to the Bank, ſhall be made up eight Pounds *per Cent.* S. 43.

Where any Revenue is appropriated by Parliament for Repayments in Courſe, the ſame ſhall be paid accordingly; but the new Funds in this Act ſhall be applied as hereby preſcribed. S. 44.

In the Caſe of Judgment of Forfeiture given againſt the Bank, the yearly Payments out of the Exchequer, and all the Eſtate belonging to the Bank, ſhall be veſted for three Years in twenty-four Perſons, to be choſen by the Bank, who ſhall have Power to receive the Monies due to the Bank, as if no ſuch Judgment had been given; and to pay and diſcharge the Debts and Contracts, due at the Time of ſuch Judgment; after which, the Surplus ſhall be divided amongſt the ſeveral Members; and then the ſaid yearly Payments ſhall be veſted in the particular Members, in Proportion to a Liſt thereof, to be made up by the ſaid Truſtees, and ſhall be aſſignable in a Book to be kept by the Auditor of the Receipt. S. 45.

The Bank may employ a Clerk to copy the Docquets of any Extents, Judgments, &c. in any of the Offices of Record at *Weſtminſter*, paying as for a Search only. S. 46.

No Member of the Bank ſhall be adjudged a Bankrupt, by reaſon of his Stock in the Bank, nor ſhall the Stock be ſubject to foreign Attachment. S. 47.

The Monies received out of the Exchequer for the Bank, ſhall be divided among the Members proportionably, for their particular Uſe. S. 48.

The Debts of the Bank ſhall never exceed their Capital Stock, under Penalty of ſubjecting the ſeveral Members, ſo far as their Dividends received will extend, to ſatisfy the Debts to any Perſons, who may recover the ſame with treble Coſts. S. 49.

If the ſaid Funds for Intereſt ſhall appear inſufficient, they ſhall be made up of ſuch Aids, &c. as ſhall be granted the then next Seſſion of Parliament; and if upon the firſt of *Auguſt*, 1706, S. 49.

1706, or within three Months after, the Produce of the ſeveral Aids, *&c.* ſhall not be ſufficient to diſcharge the Principal and Intereſt, intended to be diſcharged by this Act, the ſame ſhall be ſupplied out of ſuch Aids, *&c.* as ſhall be granted the next Seſſion of Parliament.

S. 52. In all future Elections, not above Two-Thirds of the Directors of the preceding Year ſhall be choſen.

9 and 10 *W.* III. Cap. 3. S. 4. The Bank of *England* ſhall make Dividends of the Monies which ſhall be received by them, by virtue of the Tallies and Orders which have been ſubſcribed into their Stock, purſuant to the above Act 8 and 9 *Will.* III. Cap. 20. once in every ſix Calendar Months at leaſt.

12 and 13 *W.* III. Cap. 12. S. 14. *The Governor and Company of the Bank of* England, until they ſhall be repaid all Monies which they ſhall lend upon this Act, for or in Part of 420,000*l.* *being the laſt Part of* 820,000*l.* *authoriſed to be borrowed upon the weekly Payment of* 3700*l.* *out of certain Branches of Exciſe,* with Intereſt for ſuch 420,000*l.* after the Rate of ſeven *per Cent.* ſhall not be obliged to make Dividends of the Monies to be received by them, by virtue of any Tallies or Orders ſubſcribed into their Stock, in Purſuance of the above Act 8 and 9 *Will.* III. Cap. 20. but at ſuch Times only as ſhall be ordered by a general Court.

6 *Ann.* Cap. 22. S. 9. During the Continuance of the Bank of *England*, it ſhall not be lawful for any other Body Corporate, or for other Perſons united in Partnerſhip, exceeding the Number of ſix, in *England*, to borrow Money on Bills or Notes payable at Demand, or at leſs Time than ſix Months. *This Clauſe is repeated in* Stat. 7. *Ann.* Cap. 7. S. 61. *and* Stat. 3. *Geo.* I. Cap. 8. S. 44. *and therefore the ſaid Sections are omitted in the ſaid Acts here following.*

7 *Ann.* Cap. 7. S. 1. Reciting that by an Act 5 *Will.* and *Mar.* Cap. 20. the Bank of *England* was erected, 1,200,000*l.* was lent to their Majeſties, for which there is payable to the Governor and Company, the yearly Sum of 100,000*l.* out of the Duties of Exciſe, redeemable by Parliament; reciting another Act made 8 and 9 *Will.* III. Cap. 20. *For making good the Deficiencies of ſeveral Funds, and for enlarging the Capital Stock of the Bank.*

And another Act made 5 *Ann.* Cap. 13. *for continuing the Duties on Houſes, to ſecure a yearly Fund for circulating Exchequer Bills (now expired)* reciting alſo, that the Governor and Company did lately admit new Subſcriptions for doubling their Stock of 2,201,171*l.* 10*s.* at the Rate of 115*l.* to be paid for every 100*l.* ſubſcribed; and that Subſcriptions have been made for that Sum. *It is enacted,* that 2,201,171*l.* 10*s.* be added to the Stock of the Bank, which before ſuch Additions conſiſted only in the like Sum; ſo that the whole Capital Stock now ſhall amount to 4,402,343*l.* and the new Subſcribers ſhall be incorporated with the preſent Members of the Bank, and be taken to be one Body Politick and Corporate, by the Name of *The Governor and Company of the Bank of* England.

The ſaid Capital Stock ſhall be aſſignable in the ſame Manner as the original Capital Stock. S. 2.

The Bank is to pay into the Exchequer 400,000*l.* before the 25th of *Auguſt*, 1709. S. 3.

The Bank of *England* thus enlarged, ſhall for ever be a Body Corporate, and enjoy the yearly Fund of 100,000*l.* out of the Exciſe. S. 5.

The Stock and Funds of the Bank, and the Intereſt of every Member therein, ſhall be exempted from Taxes, and ſhall be deemed a perſonal Eſtate, and ſhall go to Executors, and not to Heirs, and ſhall not be liable to foreign Attachment. S. 62.

The original Fund of 100,000*l.* *per Ann.* and all Profit of the Management of the Corporation, ſhall be applied to the Uſe of the Members of the Corporation ratably. S. 63.

It ſhall be lawful for the Bank at any Time to reduce their Capital Stock, encreaſed as aforeſaid, by Dividends; taking Care that the Total of their Debts do not exceed the Value of their Capital: And in caſe the Governor and Company, by any Dividend ſhall reduce their Capital without proportionably reducing the Total of the Debts, ſo that the Value of their Capital ſhall not be ſufficient to anſwer their Debts; in ſuch Caſe, the particular Members who ſhall receive ſuch Dividend, ſhall be ſeverally liable, ſo far as the Shares by them received will extend, to pay the Debts which ſhall remain due to any Perſons, who may ſue for the ſame (beſides treble Coſts) by Action of Debt, or upon the Caſe, *&c.* S. 65.

It ſhall be lawful for the ſaid Governor and Company to call in any Sums of Money, which they in a general Court ſhall think neceſſary, to be paid by their Members proportionably, which ſhall have before been divided, out of the ſaid Capital of 4,402,343*l.* and in caſe any Member ſhall neglect to pay his Share, at the Times appointed, S. 72.

pointed, by Notice in the *London Gazette*, and fixed up on the *Royal Exchange*, it ſhall be lawful for the Governor and Company to ſtop the Dividends of ſuch Members, and alſo to ſtop the Transfers of their Shares, and to charge the Defaulters with Intereſt at ſix *per Cent.* and in Caſe the Principal and Intereſt be not paid in three Months, they ſhall have Power to ſell the Stock of ſuch Defaulters to pay the ſame.

9 *Ann.* Cap. 7. S. 11. Every Perſon who ſhall be elected Governor, Deputy-Governor, or Director of the Bank of *England*, ſhall, during that Year, be incapable of being choſen a Director for Management of the Affairs of *the united Company of Merchants of* England, *trading to the* Eaſt-Indies, and *vice verſa.*

12 *Ann.* Stat. 1. Cap. 11. S. 23. The Bank ſhall continue a Body Corporate, and enjoy their yearly Fund of 100,000*l.* ſubject to the following Power of Redemption.

S. 24. Upon twelve Months Notice, after the 1ſt of *Auguſt*, 1742, upon Repayment by Parliament to the Bank of 1,600,000*l.* and all Arrears of the ſaid 100,000*l.* *per Ann.* and of all Money owing to them upon Tallies, Exchequer Orders, or Parliamentary Funds (ſuch Funds, for Redemption whereof other Proviſion is made, excepted) the ſaid yearly Fund of 100,000*l.* ſhall ceaſe.

S. 25. After ſuch Redemption the Corporation ſhall ceaſe.

S. 26. This ſhall be a public Act.

12 *Ann.* Stat. 2. Cap. 3. S. 10. It ſhall be lawful, as well for the Bank as for any others, to lend Money to the Treaſurers of the Navy, *&c.* upon *South Sea* Stock, purſuant to the Stat. 10 *Ann.* Cap. 19. S. 185.

3 *Geo.* I. Cap. 8. S. 1. The Governor and Company of the Bank of *England*, being willing to deliver up to be cancelled, as many Exchequer Bills as amount to 2,000,000*l.* in principal Money, and to accept an Annuity of 100,000*l.* being five *per Cent.* for the ſame, to commence from *Chriſtmas*, 1717, redeemable upon one Year's Notice.

S. 5. The Bank ſhall, before *Chriſtmas* 1717, deliver up as many Exchequer-Bills as ſhall amount to 2,000,000*l.* in principal Money, to be cancelled.

S. 6. After *Chriſtmas* 1717, the Bank ſhall for ever have one Annuity of 100,000*l.* (being five *per Cent.* computed on the ſaid Sum of 2,000,000*l.*) which yearly Sum ſhall be paid out of the Aggregate Fund, and Duties on Houſes, and ſhall be paid to the Bank for ever, at the four uſual Feaſts.

S. 7. Upon one Year's Notice to be given at *Chriſtmas*, 1717, or at any quarterly Feaſt after; and upon Repayment to the Bank of the 2,000,000*l.* and of all Arrears of the ſaid yearly Sum of 100,000*l.* the ſaid yearly Sum ſhall ceaſe.

S. 13. For the better Payment of the Annuity of 100,000*l.* ſtanding Orders ſhall be ſigned by the Treaſury.

S. 14. As the ſeveral Duties chargeable with the Payment of the ſaid Annuity ſhall be brought into the Exchequer, ſuch Money ſhall be iſſued upon ſuch Orders, weekly or otherwiſe, towards diſcharging the ſeveral Annuities thereon charged, to grow due at the End of the Quarter of a Year, ſo as ſuch weekly Payments exceed not the Sums of the ſeveral quarterly Payments, which ſhall grow due at the End of each Quarter.

S. 16. The ſaid Annuity of 100,000*l.* ſhall be deemed perſonal Eſtate; and the ſame, and the Stocks which the Bank now have, and thoſe they ſhall be entitled unto by Virtue of this Act; and the Sums payable to them in reſpect of any ſuch Stock, ſhall be free from all Taxes, and not liable to foreign Attachment.

S. 17. The ſaid Duties on Houſes, and Aggregate Fund, and other Duties, ſhall be continued to his Majeſty, his Heirs, and Succeſſors for ever, and ſhall be raiſed, *&c.* by ſuch Methods, *&c.* as are preſcribed by the reſpective Acts now in Force.

S. 18. The Monies of the ſaid Duties, *&c.* which ſhall be brought into the Exchequer for the Purpoſes in this Act (except the Charges for raiſing, *&c.* the ſame) are appropriated for diſcharging the growing Payments on the ſaid Annuity of 100,000*l.* which Payments are to be ſatisfied without Charge, but ſubject to Redemption. And in caſe any Officer of the Exchequer ſhall miſapply any of the Monies, or ſhall not keep Books, and do all other Things by this Act required, he ſhall forfeit his Office, and be incapable to ſerve his Majeſty in any Employment of Truſt or Profit, and be liable to pay double the Sum miſapplied, with Coſts to the Party grieved; to be recovered in any of the Courts at *Weſtminſter.*

S. 22. The annual Sum of 100,000*l.* ſhall be preferred in Payment before the yearly Sum of 120,000*l.* to the Civil Liſt.

S. 23. After ſatisfying the Payments aforeſaid, the Deficiencies on the original Fund of 100,000*l.* *per Ann.* payable to the Bank out of

of five-ſeventh Parts of certain Duties of Exciſe (ſee 5 and 6 *Will.* and *Mar.* Cap. 20. S. 19. *before recited)* ſhall be ſatisfied out of the Monies by this Act appropriated; after which the yearly Sum of 4000*l.* ſhall be iſſued to the Sheriffs.

S. 34. The Surplus of the Duties, &c. hereby appropriated at the End of any Quarter, ſhall attend the Diſpoſition of Parliament.

S. 25. In Caſe the Produce of the ſaid Duties, &c. ſhall be deficient, ſuch Deficiency ſhall be made good out of the Produce of the ſaid Duties, &c. in any ſubſequent Quarter.

S. 26. If ſuch Deficiency ſhall happen at the End of any Year (reckoning each Year to end at *Michaelmas)* ſuch Deficiency ſhall be made good out of the next Aids to be granted in Parliament.

S. 38. It ſhall be lawful for the Bank from time to time, as they ſhall ſee Cauſe, to call for, from their Members, in Proportion to their reſpective Intereſts in the Capital Stock, any Sums of Money, as in a general Court ſhall be judged neceſſary; and all Executors, &c. ſhall be indemnified in paying the ſame; and if any Member ſhall neglect to pay his Share of the Monies ſo called for, at the Time appointed, by Notice in the *London Gazette*, and fixed upon the *Royal Exchange*, it ſhall be lawful for the Bank not only to ſtop the Dividend of ſuch Member, and to apply the ſame towards Payment of the Money ſo called for, but alſo to ſtop the Transfers of the Share of every ſuch Defaulter, and to charge him with an Intereſt of five *per Cent. per Ann.* for the Monies ſo by him omitted to be paid, till Payment thereof; and if the Principal and Intereſt ſhall be three Months unpaid, the Bank ſhall have Power to ſell ſo much of ſuch Defaulter's Stock, as will ſatisfy the ſame, rendering the Overplus to the Proprietors; and the Bank may in a General Court, when they ſhall adjudge their Affairs will admit thereof, cauſe any Sum of Money ſo called in, to be divided amongſt the then Members, in Proportion to their reſpective Shares in the Capital Stock.

S. 39. The Bank may borrow Money on any Contracts, &c. under their common Seal, or upon Credit of their Capital Stock, at ſuch Intereſt as they ſhall think fit, though it exceed the Intereſt allowed by Law, and give ſuch Security as ſhall be to the Satisfaction of the Lenders; and they may contract with any Perſons, upon ſuch Terms as they ſhall find neceſſary, for the better enabling them to perform ſuch Things as they are to do in Purſuance of this Act, and take Subſcriptions from ſuch Perſons for that Purpoſe; and ſuch Contract, &c. ſhall not be chargeable with Stamp Duties.

No Member of the Bank, for any thing in this Act contained, ſhall be S. 43. diſabled from being a Parliament Man, or adjudged liable to be a Bankrupt.

The Bank may in a general Court S. 45. make ſuch Addition to their Capital Stock (in regard of their undertaking to diſcharge Exchequer Bills) as they ſhall think fit; and ſo much as ſhall be ſo declared, ſhall be deemed Capital Stock; and the Members of the Bank, who ſhall have a Share in ſuch Stock, may transfer the ſame in the Method, &c. preſcribed by any Statute or Charter now in Force for Aſſignments.

The Bank ſhall continue a Corpo- S. 49. ration, and enjoy the ſaid ſeveral Annuities, till all the ſaid Annuities ſhall be redeemed, according to the Proviſos in this Act.

For Encouragement of ſuch Perſons as S. 50. are willing to advance Monies for paying off the principal Sums amounting to 8,762,625*l.* upon the Lottery Acts of 9 and 10 *Ann.* for redeeming Annuities on an Act 12 and 13 *Will.* III. Cap. 12. to Patentees, out of the weekly Sum of 3700*l.* out of the Exciſe, for which the Perſons advancing the ſame, are to have Annuities of five *per Cent.* redeemable by Parliament: *It is enacted*, that till the Annuities of five *per Cent.* ſhall be redeemed by Parliament, the Bank ſhall employ two Perſons within their Office in *London*, one to be their chief Caſhier, the other their Accountant General; and the Monies coming into the Exchequer for the Payment of ſuch Annuities, ſhall be paid quarterly to the ſaid Caſhier, by way of Impreſt, and on Account; and the Accountant General ſhall inſpect the Receipts and Payments of the Caſhier, and the Vouchers relating thereto; and all the Monies to be advanced for ſuch Annuities ſhall be one Capital or Joint-Stock, on which the ſaid Annuities ſhall be attending; and all Perſons, in Proportion to the Monies they ſhall advance, ſhall have a Share in ſuch Stock, and in the Annuity attending the ſame; and ſuch Shares ſhall be transferrable and deviſeable as is preſcribed by the Act 1 *Geo.* I. Cap. 19. and no Stamp Duties ſhall be chargeable on ſuch Transfers. And the Bank (notwithſtanding the Redemption of any of their own Funds or Annuities) ſhall continue a Corporation, relating to the Receiving, &c. the Annuities laſt mentioned, till the ſame be redeemed by Parliament; and no Fees ſhall be taken for paying the ſaid Annuitities, or for ſuch Transfers. Never-

theleſs the Treaſury may allow out of the Monies to be impreſted as aforeſaid, Salaries to the Caſhier and Accountant General.

S. 51. Transfers of Bank Stock ſhall not hereafter be made liable to any higher Duties than are now payable for the ſame.

S. 53. The Bank may, under their common Seal, aſſign the ſaid Annuities of 100,000*l.* or any Part thereof, and alſo ſuch Annuities of five *per Cent. per Ann.* to any Perſons whatſoever, and ſo *toties quoties*; which Aſſignment ſhall not be ſubject to any Tax, ſo as an Entry be made of ſuch Aſſignments in the Office of the Auditor of the Receipt.

S. 54. Nothing in this Act ſhall hinder the making good any Deficiency in the yearly Fund of 116,573*l.* 12*s.* mentioned in the Act 1 *Geo.* I. Cap. 2.

S. 55. Any Vote of the Houſe of Commons ſignified by their Speaker in Writing, and delivered at the Office of the Bank, ſhall be deemed a ſufficient Notice within this Act.

11 *Geo.* I. Cap. 9. S. 1. The Governor and Company of the Bank of *England* having agreed, that from the Feaſt Day of St. *John Baptiſt*, 1727, their Annuity of 100,000*l.* upon the Sum of 2,000,000*l*, (*ſee* 3 Geo. I. *Cap.* 8. *S.* 6. *before recited*) ſhall be reduced to four *per Cent.* it is enacted, that after the Nativity of St. *John Baptiſt*, 1727, the ſaid Annuity ſhall ceaſe, and the Governor and Company of the Bank (ſubject to the Proviſo of Redemption in this Act contained) ſhall have in lieu thereof, one Annuity of 80,000*l.* which ſhall be payable out of the Duties on Houſes, and the Aggregate Fund; and ſhall be paid to the ſaid Governor and Company, and their Succeſſors for ever, from *Midſummer*, 1727, at the four uſual Feaſts, in ſuch Manner and on ſuch Conditions, as in the former Act 3 *Geo.* I. Cap. 8. in Relation to the ſaid Annuity of 100,000*l.*

S. 2. On Repayment by Parliament to the Bank of *England*, of the principal Sum of 2,000,000*l.* and of all Arrears of the ſaid Annuity, the Annuity ſhall ceaſe.

S. 3. If at any Time Payment be made of any Sum (not leſs than 500,000*l.*) in Part for the principal Sum, and of all Arrearages; then ſo much of the ſaid Annuity as ſhall bear Proportion to the Monies ſo paid in Part of the Principal ſhall ceaſe.

S. 4. The Annuity ſhall be deemed perſonal Eſtate; and the ſame, and the Stock which the ſaid Company now have, or may be entitled unto, by Virtue of this Act; and all the principal Sums and Annuities payable to the Company in reſpect of any ſuch Stock, ſhall be free from Taxes, and ſhall not be liable to foreign Attachments.

The former Acts, and all the Powers, &c. therein contained (ſuch Alterations as are made by this Act excepted) ſhall continue to be uſed, &c. and the Governor and Company of the Bank of *England*, ſhall continue a Corporation, and ſhall enjoy theſe Annuities till they ſhall be redeemed, &c. S. 5.

If any Perſon ſhall alter, forge, or counterfeit any Bank Bill, or Bank Note, made for Payment of Money, by, or for the ſaid Governor and Company, or any Bank Note, or ſhall eraſe any ſuch Bill or Note, or any Endorſement thereupon, or ſhall tender in Payment, utter, &c. any ſuch altered, forged, or counterfeited Bill or Note, or any eraſed or altered Bill or Note, or the Endorſement thereupon, &c. (knowing ſuch Bill or Note, or Endorſement, to be altered, forged, counterfeited, or eraſed) and with Intention to defraud the ſaid Governor and Company, or any other Perſon; every ſuch Perſon ſhall be adjudged a Felon. S. 6.

The Governor and Company of the Bank of *England* having agreed to pay into the Exchequer 1,750,000*l.* for the Purchaſe of an Annuity of 70,000*l.* ſubject to Redemption; *it is enacted*, that every Year after the Feaſt Day of St. *John Baptiſt*, 1728, a yearly Fund of 70,000*l.* being four *per Cent.* for the Sum of 1,750,000*l.* ſhall be payable in Manner herein expreſſed, for the ſatisfying the Annuities to be purchaſed in Purſuance of this Act, till Redemption thereof by Parliament. 1 *Geo.* II. Stat. 2. Cap. 8. S. 1.

The ſaid yearly Fund of 70,000*l.* ſhall be payable out of the Monies, which after the ſaid Feaſt of St. *John Baptiſt*, 1728, ſhall ariſe into the Exchequer for the Duties on Coals and Culm, granted by 9 *Ann.* Cap. 22. continued by 5 *Geo.* I. Cap. 9. and made perpetual by 6 *Geo.* I. Cap. 4. S. 2.

The Governor and Company of the Bank of *England*, ſhall advance into the Receipt of his Majeſty's Exchequer, the Sum of 1,750,000*l.* by the 24th of *July*, 1728. S. 3.

On Payment by the Bank, of the ſaid Sum of 1,750,000*l.* in Manner aforeſaid, the Governor and Company, and their Succeſſors and Aſſigns, ſhall be intitled to receive at the Receipt of the Exchequer, out of the ſaid S. 5.

ſaid yearly Fund, one Annuity of 70,000*l.* to commence from the 24th of *June*, 1728, and to be paid by half-yearly Payments, at *Chriſtmas* and *Midſummer*, till Redemption thereof by Parliament, and the ſaid Annuity of 70,000*l.* ſhall be free from Taxes.

S. 6. An Order ſhall be ſigned by the Treaſury for Payment of the ſaid Annuity, and the ſame ſhall not be determined by the Death or Removal of any of the Commiſſioners of the Treaſury, *&c.*

S. 7. As the Money of the ſaid Duties ſhall be brought into the Exchequer, the ſame ſhall be iſſued upon the ſaid Orders towards diſcharging the ſaid Annuity, to grow due at the End of the half Year in which ſuch Payment ſhall be made; ſo as ſuch Payment do not exceed the half-yearly Payment which ſhould grow due.

S. 8. The ſaid Annuity ſhall be a perſonal, and not a real Eſtate, and ſhall not be liable to foreign Attachment.

S. 9. If after the 24th of *June*, 1728, the Produce of the ſaid Impoſitions on Coals and Culm ſhall be ſo deficient, as that the Monies ariſing therefrom ſhall not be ſufficient to diſcharge the half Year's Annuity then due, then the Deficiency of ſuch half Year ſhall be ſupplied out of the Overplus Monies of the ſaid Duties ariſing in any ſubſequent half Year; and if at any Time after the 25th of *December*, 1728, ſuch Produce ſhall be ſo deficient, at the End of any one Year (computing the ſame to begin at *Chriſtmas* yearly) as that the ſame ſhall not be ſufficient to diſcharge the whole Year's Annuity then due, every ſuch yearly Deficiency ſhall be made good out of the firſt Supplies which ſhall be granted in Parliament; and if no ſuch Supplies ſhall be granted within ſix Months, then the ſame ſhall be made good out of any Monies which ſhall be in the Receipt of the Exchequer of *the Sinking Fund*, except ſuch Monies of that Fund as are appropriated to particular Uſes.

S. 10. Whatever Monies ſhall be ſo iſſued out of the Sinking Fund, ſhall be replaced out of the firſt Supplies to be granted in Parliament.

S. 11. If there ſhould be any ſurplus Monies ariſing by the ſaid Duties at the End of any Year (computing the ſame to end at *Chriſtmas* yearly) after the ſaid Annuity of 70,000*l.* and all Arrears thereof are ſatisfied, *&c.* ſuch Surplus ſhall be reſerved for the Diſpoſition of Parliament.

Upon Repayment by Parliament to the Bank of *England*, of the ſaid 1,750,000*l.* and of all Arrears, the ſaid Annuity ſhall ceaſe; and after ſuch Redemption, the Monies ariſing by the ſaid Duties ſhall not be applied but as ſhall be directed by future Acts of Parliament. S. 12.

If at any Time after the 25th of *December*, 1729, Payment be made to the Bank, of any Sum (not leſs than 500,000*l.*) in Part of the principal Sum, at which the Annuity is redeemable, and alſo of all Arrears of the ſaid Annuity, then ſo much of the Annuity as ſhall bear Proportion to the Monies ſo paid in Part, ſhall ceaſe. S. 13.

The Bank ſhall continue a Corporation till the Redemption of the whole Annuity of 70,000*l.* S. 14.

All former Powers granted to the Bank for aſſigning any Annuities or Capital Stock, formerly purchaſed by them, and now belonging to them, ſhall be revived; and the Governor and Company are empowered to transfer the ſaid Annuity of 70,000*l.* as they ſhall think proper; ſubject, nevertheleſs, to Redemption by Parliament, and without Power to enlarge their Capital Stock out of the ſame. S. 15.

2 *Geo.* II. Cap. 3. S. 1.

After reciting the Act of 12 *Ann.* Seſſ. 2. Cap. 9. *for laying additional Duties on Soap and Paper, and on certain Linens, Silks, Callicoes and Stuffs, and upon Starch, and exported Coals, and upon ſtamped Vellum, Parchment and Paper*, &c. and that the Governor and Company of the Bank of *England* have agreed to pay into the Exchequer 1,250,000*l.* for the Purchaſe of an Annuity of 50,000*l.* ſubject to Redemption by Parliament, to be charged on the ſurplus Monies to ariſe from the ſaid additional Duties; *it is enacted*, that yearly, from the Feaſt of St. *John Baptiſt*, 1729, a yearly Fund of 50,000*l.* being after the Rate of four *per Cent.* for the Sum of 1,250,000*l.* be ſettled for ſatisfying the Annuities to be purchaſed in purſuance of this Act, till Redemption thereof by Parliament.

The ſaid yearly Sum of 50,000*l.* ſhall be payable out of the overplus Monies of the ſaid Additional Duties, which ſhall remain after ſatisfying, *&c.* ſo much as ſhall be due to the *South Sea* Company, on their Annuity and additional Allowance for Charges of Management, granted by the Act 6 *Geo.* I. Cap. 4. and the Treaſury ſhall quarterly, in every Year, after the Feaſt of *St. John Baptiſt*, 1729, at the four uſual S. 2.

uſual Feaſts, or within ſix Days after, cauſe the overplus Monies of the ſaid additional Duties to be computed, and applied towards making good the ſaid yearly Sum of 50,000*l.* without diverting any of the Monies which by the ſaid Act 6 *Geo.* I. Cap. 4. ought to be reſerved for ſatisfying the ſaid Annuity to the *South-Sea* Company.

S. 3. The Governor and Company of the Bank of *England*, ſhall pay into the Exchequer, 1,250,000*l.* before the ſixth of *October*, 1729.

S. 5. On Payment of the ſaid 1,250,000*l.* the Company ſhall be intitled to one Annuity of 50,000*l.* from the 24th of *June*, 1729, to be paid by quarterly Payments, till Redemption thereof by Parliament; and the ſaid Annuity of 50,000*l.* ſhall be free from Taxes.

S. 6. Orders ſhall be ſigned by the Treaſury for Payment of the ſaid Annuity, *&c.* as *per* 1 *Geo.* II. Stat. 2. Cap. 8. S. 6.

S. 7. The ſaid Annuity ſhall be a perſonal Eſtate, and ſhall not be liable to foreign Attachment.

S. 8. If the Overplus Monies of the ſaid additional Duties ſhall be deficient, *&c.* the Deficiency ſhall be ſupplied, *as in the preceding Act of* 1 *Geo.* II. Stat. 2. Cap. 8. S. 9, 10, and 11.

S. 11. Upon Repayment by Parliament to the Bank of *England*, of the ſaid Sum of 1,250,000*l.* and of all Arrears of the ſaid Annuity of 50,000*l.* the ſaid Annuity ſhall ceaſe, and the Monies ariſing by the Surpluſſes of the ſaid additional Duties ſhall not be iſſued, or applied to any other Uſe, but as ſhall be directed by future Acts of Parliament.

S. 12. If Payment be made to the Bank, of any Sums (not being leſs than 500,000*l.* at a Time) in Part of the ſaid principal Sum; and if Payment be then alſo made of all Arrears of the ſaid Annuity; then ſo much thereof as ſhall bear Proportion to the Monies ſo paid in Part of the ſaid principal Sum, ſhall ceaſe.

S. 13. The Bank ſhall continue a Corporation till Redemption of the ſaid Annuity of 50,000*l.*

S. 14. The Bank may aſſign the ſaid Annuity of 50,000*l.* or any Part thereof, but ſubject to ſuch Redemption by Parliament.

S. 16. Out of the Sinking Fund there ſhall be paid to the Bank, 500,000*l.* for redeeming a proportionable Part of the Annuity of 80,000*l.* granted to them by Stat. 11. *Geo.* I. Cap. 9.

11 *Geo.* II. Cap. 27. S. 16. At the Feaſt of *St. Michael*, 1738, there ſhall be iſſued to the Governor and Company of the Bank of *England*, the Sum of 1,000,000*l.* out of any the Aids granted in this Seſſion of Parliament, for redeeming the Annuity of 40,000*l.* Part of the Annuity of 60,000*l.* in further Part of the Principal Sum of 2,000,000*l.* being the Amount of Exchequer Bills, delivered up by the Bank, according to the Directions of the Act, 3 *Geo.* I. Cap. 8. and in reſpect whereof, an Annuity of 80,000*l.* was payable to the Bank by the Act 11 *Geo.* I. Cap. 9. and of which an Annuity of 20,000*l.* was redeemed by Payment of 500,000*l.* purſuant to the Act 2 *Geo.* II. Cap. 3.

15 *Geo.* II. Pages, 527. 528, 529, 530, 531. Reciting the ſeveral Acts of 7 and 12 *Ann.* made concerning the Bank, which continued the Governor and Company an Incorporation till 1742, ſubject, however, to Powers of Redemption, as therein mentioned.

And the Time of the ſaid two former Acts being expired, the Company, by this Act, are engaged to ſupply the Government with the farther Sum of 1,600,000*l.* before *December* 25, 1742, at different Payments, as demanded by the Treaſury, each Payment not to be more than 400,000*l.* and at a Month's Notice.

P. 532. The ſaid Sums to bear an Intereſt of three *per Cent.* till *Auguſt* 1, 1743, and on any Default the ſaid Company may be ſued in any of his Majeſty's Courts at *Weſtminſter*, and ſhall forfeit twelve *per Cent.* Damages, and full Coſts, for which their Stock and Funds ſhall be liable.

P. 533. The ſeveral Proviſoes contained in the recited Acts of 7 and 12 *Ann.* and all Proviſoes in any other Acts, for determining the ſaid Fund of 100,000*l.* *per Ann.* are hereby repealed; and the ſaid Company, and their Succeſſors, ſhall continue to enjoy the ſaid entire yearly Fund, to be paid out of the Duties of Exciſe, with perpetual Succeſſion, and Privilege of excluſive Banking, and all other Abilities, *&c.* granted them, by any Acts of Parliament, Grants, or Charters; ſubject nevertheleſs to ſuch Reſtrictions, and other Agreements, as are preſcribed by any Acts and Charters now in force, as alſo to the Power of Redemption, as in this Act is hereafter contained.

P. 534. At any Time, twelve Months after *Auguſt* 1, 1764, on Repayment of all Monies lent by the Bank, with Intereſt,

reſt, *&c.* the ſaid yearly Fund of 100,000*l.* ſhall determine.

P. 535. No other Bank ſhall be allowed by Parliament; nor ſhall any Body Politick or Corporate, or other Perſons whatever, united in Partnerſhip, above the Number of ſix, throughout *England*, borrow or take up any Sums of Money on their Note, payable for leſs Time than ſix Months, during the Continuance of ſuch Privilege to the Governor and Company, who are hereby declared to be a Corporation, with Privilege of excluſive Banking, ſubject to Redemption on a Year's Notice, after *Auguſt* 1, 1764, and Repayment of the ſeveral Sums lent, with Intereſt, *viz.* 3,200,000*l.* and all Arrears of the 100,000*l.* *per Ann.* and all Principal and Intereſt owing them on all Tallies, Exchequer Orders, Exchequer Bills, or Parliamentary Funds (except ſuch Funds as are otherwiſe provided for) which the Governor and Company, or their Succeſſors, ſhall have remaining in their Hands, or be entitled to at the Time of ſuch Notice given, as aforeſaid.

P. 536. The Governor and Company may enlarge their Capital with any farther Sum, not exceeding 1,600,000*l.* additional Stock, and may take in Subſcriptions from ſuch Perſons, and at ſuch Times, as they ſhall think proper; and all ſuch Subſcribers, whether Natives or Foreigners, having paid the Money ſubſcribed for, ſhall be united to, and incorporated with, the ſaid Governor and Company, and adjudged to be one Body Politick and Corporate, by the

P. 537. Name of *the Governor and Company of the Bank of* England; ſubject to the ſame Regulations, and intitled to the ſame Privileges and Advantages with the preſent Members of the ſaid Corporation.

The Capital Stock increaſed as aforeſaid, ſhall be aſſignable and transferable in the ſame Manner as the original Capital Stock was, before the making this Act; and together with the Produce, ſhall be free from all Manner of Taxes, Charges, and Impoſitions whatever; and the Transfers of the additional Stock ſhall not be chargeable with any other Stamps or Duties, than were uſed in transfering the former Stock.

No Perſon concerned in the Stock of this Company, whether as Governor, Deputy-Governor, Director, Manager, or Member, ſhall be diſabled from ſerving as a Member of Parliament, or be liable to any Penalty, or Diſability, preſcribed by any Acts of Parliament, for not qualifying themſelves to execute any Truſt with reſpect to Affairs of this Corporation, as Perſons who execute any Office or Place of Profit or Truſt, are liable to, by any Law now in Force; or liable to be a Bankrupt within the Meaning of any Statutes of Bankruptcy.

It is the true Intent and Meaning of this Act, that the Governor and Company, and their Succeſſors, ſhall enjoy the ſaid Annuity of 100,000*l.* in reſpect of their original Capital Stock of 1,600,000*l.* till *Auguſt* 1, 1743, beſides the Intereſt of the 1,600,000*l.* to be advanced as aforeſaid, which Intereſt the ſaid Governor and Company are to receive back by way of Diſcount. P. 538.

Any Vote or Reſolution of the Houſe of Commons, ſignified by the Speaker in Writing, and delivered at the public Office of the ſaid Governor and Company, and their Succeſſors, ſhall be deemed a ſufficient Notice within the Meaning of this Act.

Any Perſons who ſhall forge, counterfeit, or alter, any Bank Note, Bill of Exchange, Dividend-Warrant, or any Bond or Obligation under the Common Seal, or any Endorſement thereon; or ſhall offer or diſpoſe of the ſame, or demand any Money, pretended to be due thereon, of the ſaid Company, or any of their Officers or Servants, knowing ſuch Note, *&c.* to be forged, *&c.* with an Intent to defraud the ſaid Company, or their Succeſſors, or any other Perſons whatever; the Offenders being duly convicted, ſhall be deemed guilty of Felony, and ſuffer Death as a Felon, without Benefit of Clergy.

If any Officer, or Servant of the Company, being intruſted with any Note, *&c.* belonging to the Company, ſhall embezzle any ſuch Note, *&c.* the Offender being duly convicted, ſhall be deemed guilty of Felony, and ſhall ſuffer Death without Benefit of Clergy. P. 539.

By the Charter it is ordained, that there ſhall be forever, of the Members of the Company, a Governor, Deputy-Governor, and twenty-four Directors; which ſaid Governor, Deputy-Governor, and Directors, or any thirteen, or more (the Governor or Deputy-Governor to be always one) ſhall be a Court of Directors, for managing Affairs of the Corporation; but this Limitation by the unavoidable Abſence, or otherwiſe, of the Governor and Deputy-Governor, may be of great Hindrance to the Buſineſs of the Corporation, *it is therefore enacted*, that whenever a Court of Directors is met, if the Governor and Deputy ſhall be abſent for the Space of two Hours, after the uſual Time of proceeding to Buſineſs, the Directors then met (being

ing not leſs than thirteen) may chuſe a Chairman by Majority, and proceed to Buſineſs, and all Acts done by them ſhall be as valid, as if the Governor or Deputy had been preſent.

This Act ſhall be deemed a publick Act, and judicially taken Notice of as ſuch, by all Judges, *&c.* without ſpecially pleading the ſame.

19 *Geo.* II. P. 155. The Preamble recites an Act paſſed in 16 *Geo.* II. intituled, *An Act for repealing the ſeveral Rates and Duties upon Victuallers,* &c. *and for transferring the Exchequer Bills unſatisfied thereupon, to the Duties for Licences to ſell ſpirituous Liquors, and ſtrong Waters by Retail,* &c. Whereby it was

P. 156. enacted, that from the twenty-fourth of *June*, 1743, the ſeveral Duties impoſed by an Act of 12 *Geo.* I. upon all Victuallers, and Retailers of Beer, within the Cities of *London* and *Weſtminſter*, and the weekly Bills of Mortality, ſhould thenceforth ceaſe; and that after the ſaid twenty-fourth of *June*, 1743, the principal Sum of 481,400*l.* in Exchequer Bills (Part of the Sum of 500,000*l.* advanced to his Majeſty's Exchequer by the Bank of *England*, upon Credit of the ſaid Duties, at three *per Cent. per Annum* Intereſt) made forth in Purſuance of the ſaid Act of 12 *Geo.* I. which then remained unſatisfied, with the Intereſt theron, and the Charges of circulating the ſame, ſhould be tranſferred from the Duties then charged therewith, and be charged (together with the Sum of 518,600*l.* to be raiſed by the before recited Act of 16 *Geo.* II. towards the Supply for 1743) upon the Duties payable to his Majeſty by another Act of the ſaid 16 *Geo.* II. intitled, *An Act for repealing certain Duties upon ſpirituous Liquors,* &c. and in Purſuance

P. 157. of the firſt recited Act of 16 *Geo.* II. the ſaid Sum of 481,400*l.* in Exchequer Bills, as alſo the ſaid farther Sum of 518,600*l.* were charged upon the ſaid Duties, ariſing by Licences, at an Intereſt of three *per Cent. per Ann.* And whereas the Bank is willing that the ſaid Sum of 986,800*l.* in Exchequer Bills remaining unſatisfied, on the aforeſaid Duties, may be cancelled and diſcharged, and in lieu thereof, to accept of an Annuity of 39,472*l.* (being the Intereſt on the ſaid Sum at four *per Cent.*) to be charged on the ſame Securities; and alſo are willing to advance unto his Majeſty's Exchequer, towards the Supply granted for the Service of the Year 1746, the Sum of 1,000,000, upon the Credit of the Duties ariſing by the Malt and Land Tax for 1746, at four *per Cent. per Ann.* for Exchequer Bills to be iſſued for that Purpoſe; provided they may have a Power to create and diſpoſe of the ſaid Sum of 986,800*l*, of Bank Stock (to be joined and incorporated with their preſent Capital) in ſuch Manner, and at ſuch Times, as they ſhall think proper; with ſuch farther Powers, Privileges, and Advantages, as have uſually been granted by former Acts on that Occaſion. The Parliament thinking it will be of Advantage to the Publick, to accept the ſaid Propoſal of the Bank, *have enacted*, that the Bank of *England* by the 25th of *March*, 1746, ſhall deliver up unto Perſons nominated by the Treaſury, all the ſaid Exchequer Bills charged upon the Duties aforeſaid, amounting to 986,800*l.* to be diſcharged and cancelled as the Treaſury ſhall think fit, without iſſuing again the ſame, or any of them. P. 158.

All the Intereſt due on the ſaid Exchequer Bills to be delivered up to be cancelled, with the Charges of circulating the ſame ſhall be paid off.

In lieu of the ſaid Sum of 986,800*l.* in Exchequer Bills to be delivered up to be cancelled, the Bank, from the 25th of *March*, 1746, ſhall receive from the Exchequer, an Annuity of 39,472*l.* being four *per Cent.* Intereſt on the ſaid Sum of 986,800*l.* until Redemption thereof by Parliament. P. 159.

The ſaid Annuity ſhall be paid from Time to Time, with Preference to all other Payments whatſoever, out of the Monies that ſhall ariſe into the Exchequer, from the Duties for Licences to ſell Spirituous Liquors and Strong Waters by Retail, in purſuance of the Act of 16 *Geo.* II.

The ſaid Annuity ſhall be paid at four Quarterly Payments, *viz.* on the Feaſts of *St. John Baptiſt*, *St. Michael*, *Chriſtmas-Day*, and *Lady-Day*; the firſt Payment to be made on *St. John's-Day*, 1746; ſubject nevertheleſs to Redemption, as provided for by this Act; and the ſaid Annuity of 39,472*l.* ſhall be free from all Taxes and Charges.

For the better and more regular Payment of the ſaid Annuity, Orders ſhall be ſigned by the Treaſury for the Payment thereof, which ſhall be valid in Law; and ſhall not be determinable by the Death or Removal of any of the Commiſſioners of the Treaſury, or Determination of their Power and Offices, nor ſhall the Treaſury revoke or countermand any Orders ſo ſigned. P. 160.

And for the more ſpeedy Payment of the ſaid Annuity, *it is enacted*, that weekly, or otherwiſe, as the Monies ariſing by the ſaid Duties ſhall be paid into the Exchequer, the ſame ſhall be iſſued upon the Orders for diſcharging the Quarterly Annuity, ſo as ſuch weekly Payments do not exceed the Sum which ſhall be due at the End of every Quarter.

The

The ſaid Annuity ſhall be adjudged to be a perſonal, and not a real Eſtate, and ſhall not be liable to any foreign Attachment.

P. 161. If at any Time after the 25th of *March*, 1746, the Produce of the Duties ariſing by Licences aforeſaid, at the End of any Quarter ſhall be inſufficient to pay the Quarter's Annuity, in every ſuch Caſe, the Deficiency ſhall be ſupplied out of the Overplus Monies of the ſaid Duties, which ſhall be in any ſubſequent Quarter, and if at the End of any one Year (computing the ſame to end at *Lady Day* yearly) the Produce ſhall not be ſufficient to pay off the whole Year's Annuity then due, the Deficiency ſhall be made good out of the firſt Supplies; and if no Supplies be granted within ſix Months after, then to be paid out of the *Sinking Fund* (ſuch Monies therein excepted,as by former Acts are appropriated to other Uſes.)

Whatever Money ſhall be iſſued out of the *Sinking Fund*, ſhall be replaced out of the firſt Supplies granted by Parliament.

Upon Repayment by Parliament to the Bank, of the ſaid principal Sum of 986,800*l.* in full without Deduction, *&c.* and all Arrears of the ſaid yearly Sum of 39,472*l.* then, and not till then, the ſaid Annuity ſhall ceaſe, and be accounted redeemed; and after ſuch Redemption, the Monies ariſing from the ſaid Duties for Licences, ſhall be applied as any future Act ſhall direct. P. 162.

If at any Time after the 25th of *March*, 1746, Payment be made to the Bank, of any Sums not leſs than one Moiety of the ſaid 986,800*l.* at one Time, and alſo of all the Arrears of the Annuity, then ſo much of the Annuity as ſhall bear Proportion to the Monies paid in Part of the whole principal Sum, ſhall ceaſe, and be underſtood to be redeemed.

The Company of the Bank may admit, and take in by Sale, Call, or Subſcription (or by ſuch other Methods as they ſhall judge proper) from ſuch Perſons,upon ſuchTerms, and at ſuch Times, as they ſhall approve, for enlarging their preſent Capital to a Sum not exceeding the further Sum of 986,800*l.* additional Stock (over and above what they are impowered to create, by any former Act in that Behalf) and from Time to Time, in a general Court (and from ſuch Times as they ſhall direct) to order the ſame, or any Part thereof, to be added to the preſent Capital of the Bank; from which Time ſuch Monies ſhall be deemed as Part of the ſaid Capital Stock, and ſhall be proportionably enlarged thereby; and all Perſons on whoſe Account any Monies ſhall be paid in, as directed, towards the ſaid Sum, they, their Executors, Adminiſtrators, and Aſſigns, ſhall be deemed Members of, and incorporated with the Company; and ſhall with the other Members of the Corporation, be taken to be one Body Politick and Corporate, by the Name of *the Governor and Company of the Bank of* England, ſubject to the ſame Rules, and enjoying the ſame Privileges, with the preſent Members of the Corporation; and all Executors, Adminiſtrators, Guardians, and Truſtees, ſhall be indemnified in making Payments upon ſuch Calls, *&c.* as aforeſaid. P. 163.

The Capital of the Bank ſo increaſed, ſhall be transferable, in the ſame Manner as the original Stock was before this Act; and together with the Produce thereof ſhall be free from all Taxes, *&c.* whatſoever; and the Transfers and Aſſignments of Stock in the Company's Books, ſhall be liable to no higher Stamp, or other Duties, than are now payable for the ſame. P. 164.

The Company of the Bank, and their Succeſſors ſhall continue a Corporation, and enjoy all the Privileges, *&c.* belonging thereto, until the compleat Redemption of the ſaid Annuity of 39,472*l.* in as full Manner as the ſame are ſpecified in an Act of 15 *Geo.* II. intitled, *An Act for eſtabliſhing an Agreement with the Governor and Company of the Bank of* England, *for advancing the Sum of one Million, ſix hundred thouſand Pounds*, &c, or in any other Act relating to the ſaid Corporation.

The Banks ſhall advance to the Exchequer, towards the Supply for the Service of the Year 1746, 1,000,000*l.* upon the Credit of the Duties ariſing from the Land-Tax and Malt Act, for the ſaid Year, to be paid at ſuch Times, and in ſuch Proportions, as the Treaſury ſhall direct; ſo that they be obliged to pay no more than 250,000*l.* at any Time, nor without fourteen Days Notice before each Payment. P. 165.

Upon Payment of the ſaid Million, or any Part thereof, by the Bank, the Treaſury ſhall make out Exchequer Bills for the ſame, payable out of the Duties granted by the ſaid two Acts, together with an Intereſt of four *per Cent. per Ann.* until Repayment of the principal aforeſaid; and the ſaid Bills ſhall be ſubject to the Rules preſcribed in the laſt recited Acts which relate to Exchequer Bills thereby authorized to be made forth.

In caſe the Bank ſhall make Failure in any of the ſaid Payments, appointed by this Act to be made into the Exchequer, at or before the Times limited in that Behalf, the ſame P. 166.

ſhall be recovered to his Majeſty's Uſe by Action of Debt or on the Caſe, *&c.* in any of the Courts of *Weſtminſter*, *&c.* in which Suit, *&c.* the Governor and Company of the Bank of *England* may be declared indebted to his Majeſty, the Monies of which they ſhall have made Default in Payment, *&c.* which ſhall be ſufficient; and upon ſuch Action, *&c.* there ſhall be further recovered Damages after the Rate of ten *per Cent.* for the Monies ſo unpaid, beſides full Coſts of Suits.

By the 23d *Geo.* II. a Million was granted his Majeſty, to be raiſed by Annuities at three *per Cent. per Ann.* and charged on the *Sinking Fund*, transferable at the Bank of *England*, where, among other things, *it is enacted*,

That the Governor and Company of the Bank of *England* (notwithſtanding the Redemption of all or any of their own Funds) ſhall continue a Corporation, *&c.* till the Annuity to be purchaſed under this Act, ſhall be redeemed by Parliament; and they, or any Members thereof ſhall not incur any Diſability by reaſon of their doing any Matter or Thing in Purſuance of this Act, *&c.*

The preceding Acts are all that have been paſſed relative to the Bank, ſince its firſt Eſtabliſhment, and as *they* let my Reader into an Account of its Stock, I ſhall now only deſcribe the Method of all Mercantile Tranſactions there.

And, firſt, whoever has a Mind to keep Caſh with the Bank, muſt give a Specimen of his Firm, in a Book kept for this Purpoſe, and apply to the firſt Clerk of theſe Accounts (commonly called the Drawing Accounts) who will give him a Book, wherein his Account is opened, which Book he takes away with him, and for which it is cuſtomary to give half a Crown; the Perſon will likewiſe receive a Parcel of Checks (of whoſe Numbers an Account is taken by him that delivers them out) on which he is to draw on the Bank as he ſhall have Occaſion.

In theſe Books (which are of ſeveral Sizes) different Columns are adapted for the Entry of Caſh, *paid* and *received*, and alſo for the Entry of Bills depoſited till due, when they become Caſh to be paſſed forward, which is done the firſt Time the Book is carried to the Bank, after they are received.

Whenever you have any Caſh to pay in, you carry it to the Bank, with your Book, in which you have Credit immediately given for it; and on the contrary, when you want to pay, you draw the Sum on one of your Checks, in the following Manner.

To the Caſhiers of the Bank of *England*.

Auguſt the 21ſt, 1751.

PAY to Mr. A. B. *or Bearer, on Demand, two hundred Pounds, ten Shillings, and two Pence; for Account of* C. D.

£ 200 : 10 : 2.

Which is immediately complied with, and debited your Account in the Bank Books; and whenever you are deſirous of having your Account examined, you carry your Book, and leave it for a Day or two in the Accountant's Office; and on your taking it again, you will find every *Draught* you have made, entered, and your Checks returned you, cancelled; and no Money will be paid, either to yourſelf or your Order, without ſuch a Draught, or what is called, a *Write-off*, which are printed Slips of Paper, with Blanks left for the Sums wanted, and are always lying, with Pens and Ink, at a Deſk in the great Hall, for every one to make uſe of at Pleaſure, and when filled up are as follows.

Auguſt the 21ſt, 1751.

WRITE off from my Bank Book, one hundred and fifty-ſeven Pounds, ten Shillings, and Sixpence.

S. T.

£ 157 : 10 : 6.

Which you give to any one of the Clerks ſitting, on the left Hand, going into the Hall, for that Purpoſe, with your Book, and he debits you the Sum therein deſired, and gives you Money or Notes for it, which you pleaſe; reſerving the Write-off as a Voucher.

If you have any accepted Bills payable in *London*, and to ſave yourſelf the Trouble, have a Mind that the Bank ſhould recover them, you muſt endorſe, and carry them with your Book to the Bank, and have them entered by the proper Clerks, who ſit at one End of the great Hall; and after this Depoſit, they will be carefully recovered, or duly proteſted; if the former, their Import will be credited your Account; if the latter, the Bills will be returned, and the Charges of proteſting debited you.

If you would have the Bank pay any Bills that are drawn on you, you may accept them payable at the Bank;

Bank; and in this Caſe, you muſt, before they fall due, give the Bank an Order to pay them when preſented, adviſing their Conſents, from whence, and by whom drawn, *&c.* or you may, at the Time of Acceptance, write an Order on them to the Caſhiers (as a Draught) to pay them when due, though beſides this, a ſeparate Order muſt be left there for their Diſcharge.

The Bank will diſcount Bills for any Sum, if the Holders and Acceptors are to the Directors Satiſfaction; the Foreign ones after the Rate of four, and Inland at five *per Cent. per Ann.* and in Order to get this Tranſaction effected, you muſt deſcribe the Bills on a Slip of Paper, with yours and the Acceptor's Names, and deliver it, with the Bills, to a Clerk who attends for this Purpoſe in the ſame Office where the Checks are delivered, and he carries it to the Committee, who either accept or reject the Propoſal, without aſſigning any Reaſon for their Behaviour; if the former, the Money is immediately paid you by the proper Clerk, with a Deduction of the Diſcount.

The Bank will receive by way of Depoſit, from any Perſon keeping Caſh with them, Bullion, foreign Specie, Jewels, or any ſuch Effects that are not bulky, and take care of them till called for; but they will give no Receipt with them, nor otherwiſe oblige themſelves to be anſwerable for their Safety; as they charge nothing for their Clerks Attendance, either at their Receipt or Delivery, nor for the Depoſit; but they are ſealed up, and ticketed with the Name of their Owners, *&c.* who may receive them in the ſame Form they were delivered whenever they think proper.

No Body is obliged to pay a perſonal Attendance for any Tranſaction with the Bank, but may ſend another with their Book for Entries, *&c.* as moſt Merchants do their Clerks; and all poſſible Diſpatch is given to every one in their Turn.

The Bank, beſides diſcounting Bills, will advance Monies on Government Securities, or on a Depoſit of Specie or Bullion, but never on Jewels, or Eſtates; and they will likewiſe buy Gold and Silver Bullion (after aſſaying) *Spaniſh* Dollars, *&c.* though ſeldom at ſo high a Price as private Purchaſers, theſe latter often buying for their own Uſe, but the Bank by way of Merchandiſe, on which a Profit is expected.

The Buſineſs of this Corporation was for many Years carried on at *Grocers-Hall* in the *Poultry* (tho' the firſt Subſcription was taken in at the *Mercers* in *Cheapſide*, whilſt the other was getting ready) till they erected the ſpacious Pile they at preſent occupy, in *Threadneedle Street*, where Offices are appropriated for every Branch of their Employment; their Caſh, Notes, and every thing of Value, are preſerved in the ſubterraneous Vaults, to guard them from Fire, and the whole Houſe ſecured by very ſtrong ſubſtantial Faſtnings, guarded by ſeveral Watchmen ſtationed nightly, in different Parts of it.

The Corporation is under the Management of a Governor, Deputy-Governor, and twenty-four Directors; of which latter, three attend from ten o'Clock till twelve (Sundays and Holidays excepted) for fourteen Days together, and are then ſucceeded by the like Number for the ſame Term, till the whole have taken their Rotation; and *Thurſday*, being their Court Day, the Governor, Deputy, and all the Directors meet, except ſuch as be out of Town, or are hindered by Sickneſs, as they are very punctual and exact in their Attendance on the Buſineſs of the Corporation; for which the Governor has 200, the Deputy 200, and each of the Directors 150*l.* *per Ann.* They are choſe yearly by a general Court, out of the principal Proprietors of Bank Stock, and are always Gentlemen of large Fortunes, but more reſpected and eſteemed for their ſtrict Adherence to Integrity and Honour.

The Qualification of the Governor is 4000*l.* of the Deputy Governor 3000*l.* and for the Director 2000*l.* Bank Stock, and that a Perſon may be privileged to vote at their Election he muſt have 500*l.* of the ſaid Stock.

And from the preceding Account of the Bank's Eſtabliſhment and Direction, it will readily be ſeen how much eaſier Affairs are tranſacted here than in any one of thoſe lately mentioned abroad; in ours, no Fines are extorted, no perſonal Attendance required, nor any Delays occaſioned by Shuttings-up, or Non-attendance in an Afternoon, as the Bank of *England* is never ſhut but three Days in a Year (*Sundays* excepted) and tranſact Buſineſs from nine in the Morning to five at Night, when that of the Day ends, as to the Receipt and Payment of Money, though the Clerks have ſtill about half or three quarters of an Hour's Employ, to balance the Tranſactions of the Day, which after the aforeſaid Hours they immediately apply themſelves to perform. Here is no Obligation laid on any one to pay in Bank Money, or to be ſatisfied with Bank Notes; but every one is at Liberty to inſiſt on Payment in the current Coin of the Kingdom: yet as the former are the readieſt Payment, and a few Minutes may convert them into Caſh, it is commonly preferred, eſpecially for any large Sum; ſo that our Bank, compared with the moſt celebrated, and beſt of the foregoing ones, muſt in every Shape be preferred by the Mercantile Part of Mankind, as well as

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by thoſe Gentlemen whoſe large perſonal Eſtates would make them at a Loſs ſometimes for a Place of Security, if there was no Bank ſubſiſting to ſerve them. And if the Compariſon with the beſt abroad, places ours in ſo advantageous a Light, what ſhall we ſay when we reflect on the ſhocking Conſequences of that erected a few Years ſince in *France*, where the fatal Effects are felt to this very Day? How ought every *Engliſhman* to thank Providence for his Lot, who made him Native of a Country ſecured by the moſt wholeſome Laws, under the Government of the beſt of Kings, and where every Individual enjoys his Property unmoleſted? How ought we to eulogize and praiſe our gracious Benefactor, for placing us in a State of Freedom and Eaſe, whilſt our immediate Neighbours are galled with the Yoke of an almoſt *Egyptian* Bondage; where nothing can ſecure them from the Strokes of a tyrannical and deſpotic Government, which too often appropriates the Subjects Fortune to be ſquandered away in ambitious Deſigns, and Schemes for aggrandizing the Prince, though to the utter Ruin of his Vaſſals. This was the apparent Intent of the *Pariſian* Bank, which ſunk when the Deſign of its Inſtitution was anſwered, by bringing all the Coin of the Kingdom into the King's Coffers, and then reducing the greateſt Part of their Paper Currency to leſs Value than it bore when it came out of the Stationers Shops.

Of Bankers.

THIS is an ancient Employ, as there was a Specie of it among the *Romans*, though very different in the Exerciſe of the Calling from what the Practice is at preſent; they were in that famous Empire deemed publick Officers, who, as one may ſay, united the Offices of Exchangers, Brokers, Commiſſioners, and Notaries all in one; negociating Exchanges, undertaking Truſts, intervening in Purchaſes and Sales; and dextrouſly managing all the neceſſary Acts and Writings of ſo many different Functions.

The Bankers of the preſent Times differ very widely from the above Deſcription, as thoſe in foreign Parts do even now differ from the *Engliſh*.——In *France*, *Holland*, &c. they may more properly be termed *Remitters*, as the principal Part of their Buſineſs conſiſts in the negociating Exchanges; Mr. *Savary* calls them Merchants, Traders, or Dealers in Money; who make Contracts, and Remiſſes thereof, and confine themſelves to ſuch Tranſactions only: We have alſo ſome Gentlemen of great Fortune, who act on the ſame Footing here in *England*; but when we ſpeak of an *Engliſh* Banker, he is always to be underſtood one acting in a different Character and Manner from thoſe laſt mentioned; as theſe limit their Traffick to what may properly be called Banking; their Dealings being ſimilar to the Banks, and their Advantages ariſing from the ſame Negociations, only in a more limited Degree; for their Shops are the Depoſitories or Receptacles of their Cuſtomers Money, which is paid in and drawn out by the Proprietors (as in the Bank) at their Pleaſure; and the Bankers will alſo diſcount Bills, and advance Money on ſuch Securities as the Bank does, from which their Buſineſs differs nothing, though they have no publick Stock as the Bank has, but the Advantages ariſing from their Negociations are their own.

The Derivation of the Word Banker has been mentioned at the Beginning of this Section, and the Tranſactions in the Offices both of the Bank and Bankers, is a great Eaſe and Security to People in Trade, who may ſafely depoſit their current Caſh, and call for it when they pleaſe.

Bankers are generally Gentlemen of large Eſtates and Property, and though ſome have unhappily failed, it is an uncommon Cataſtrophe, the Buſineſs being certainly as lucrative as it is genteel.

The Denomination was in *England* firſt given to ſome monied Goldſmiths, in the Reign of King *Charles* the ſecond, as will appear by the following Paragraph in an Act of Parliament made the 22d and 23d of that Prince's Reign, *viz. Whereas ſeveral Perſons being Goldſmiths, and others, by taking up or borrowing great Sums of Money, and lending the ſame again for extraordinary Hire and Profit, have gained and acquired to themſelves the Reputation and Name of Bankers*, &c. and their Buſineſs, as has already been ſaid, copied by the Banks in all Parts, though with very conſiderable Additions and Improvements.

As I have finiſhed what I judged neceſſary to be ſaid concerning Banks and Bankers, I thought it would not be amiſs to ſpeak a Word here about Uſury, in which, however, I ſhall be as brief and conciſe as the Subject will reaſonably permit.

Of

Of Uſury.

3 Inſt. 151. IT is defined to be *Money* given for the Uſe of *Money*, or the Gain of any thing by Contract above the Principal, or that which was lent; exacted in Conſideration of the Loan, whether it be of Money or any other thing.

Some declare Uſury to be an Exaction of Profit for a Loan made to a Perſon in Want and Diſtreſs; and Mr. *Malynes*, in his *Lex Mercatoria*, terms it a *Biting*, from the Etymology of the *Hebrew* Word *Neſhech* (by Mr. *Humphreys* in his Annotations *Neſech*, which he ſuppoſes a general one for *Uſury)* but after all, it properly conſiſts in extorting an unreaſonable Rate for Money, beyond what is allowable by Law.

The letting Money out at *Intereſt* or upon *Uſury*, (theſe being formerly regarded as ſynonymous Terms) was againſt the Common Law; and in Times paſt, if any one after his Death was found to have been an Uſurer, all his Goods and Chattels were forfeited to the King, *&c.* and according to ſeveral ancient Statutes, all *Uſury* is unlawful; but now neither the Common or Statute Law abſolutely forbid it. Ditto 151, 152.

On the contrary, a reaſonable (that is a lawful) Intereſt may be taken for Money at this Day. The *Stat.* 27 *Hen.* VIII. Cap. 9. allowed ten *per Cent.* for Money lent on Mortgages, *&c.* which was revived by 13 *Eliz.* Cap. 8. and 21 *Jac.* I. Cap. 17. ordained eight *per Cent.* The 12 *Car.* II. Cap. 13. lowered Intereſt to ſix *per Cent.* and 12 *Ann.* Cap. 16. to five *per Cent.* at which it has remained fixed ever ſince.

It hath been adjudged on this laſt Statute, that a Contract for ſix *per Cent.* made before the Statute, is not within the Meaning of it; and therefore that it was ſtill lawful to receive ſuch Intereſt, in reſpect of ſuch a Contract: And if a Man, when Intereſt was at ſix *per Cent.* lent Money at that Rate, and after the Statute comes, and ſinks the Intereſt to five *per Cent.* if he continues the old Intereſt on that Bond, the Bond ſhall not be void as *uſurious*, but it is ſaid the Party ſhall be liable to forfeit treble Value. *Hawk.* 246. 1 Mod. 69.

The Receipt of higher Intereſt than the Law allows, by virtue of an Agreement ſubſequent to the firſt Contract, doth not avoid an Aſſurance fairly made; and a Bond made to ſecure a juſt Debt, payable with lawful Intereſt, ſhall not be avoided by a corrupt *uſurious* Agreement between others, to which the Obligee was no ways privy; nor ſhall Miſtakes in drawing Writings make void any fair Agreement. Ibid.

If the original Contract be not *uſurious*, nothing done afterwards can make it ſo; and a counter Bond to ſave one harmleſs againſt a Bond, made upon a corrupt Agreement, will not be void by the Statutes; but if the original Agreement be corrupt between all the Parties, and ſo within the Statutes, no Colour will exempt it from the Danger of the Statutes againſt *Uſury*. 1 *Browl.* 73, 2 *And.* 428. 4 *Shep.* Abr. 170.

A Fine levied, or Judgment ſuffered, as a Security for Money, in Purſuance of an *uſurious* Contract, may be avoided by an Averment of the corrupt Agreement, as well as any common Specialty, or parol Contract: And it is not material whether the Payment of the Principal and the *uſurious* Intereſt be ſecured by the ſame or by different Conveyances, for all Writings whatſoever, for the ſtrengthning ſuch a Contract are void; alſo a Contract reſerving to the Lender a greater Advantage than allowed, is *uſurious*, if the whole is allowed by way of Intereſt, or in Part only, under that Name, and in Part by way of Rent for a Houſe, let at a Rent plainly exceeding the known Value; ſo where Part is taken before the End of the Time, that the Borrower hath not the Profit of the whole principal Money. 1 *Hawk* P. C. 248. 3 *Nelſ.* Abr. 509.

By *Holt* C. J. If *A.* owes *B.* 100*l.* who demands his Money, which *A.* acquaints him he hath not ready, but is both willing and deſirous to pay it, if *B.* can procure the Loan from any other Perſon; and thereupon *B.* having preſent Occaſion for his Money, contracts with *C.* that if he will lend *A.* 100*l.* he will give him 10*l.* on which *C.* lends the Money, with which the Debt is paid to *B.* This is a good and lawful Contract, and not *uſurious*, between *B.* and *C.* *Carth.* Rep. 252.

It is not *Uſury* if there be not a corrupt Agreement for more than Statute Intereſt; and the Defendant ſhall not be puniſhed, unleſs he receive ſome Part of the Money, in Affirmance of the uſurious Agreement. 3 *Salk.* 390.

There can be no *Uſury* without a Loan; and the Court hath diſtinguiſhed between a Bargain and a Loan. 1 *Lutw.* 273. *Sid.* 27.

If a Man lend another 100*l.* for two Years, to pay for the Loan 30*l.* but if

Cro. Jac. 509
5 Rep. 69.

he pays the Principal at the Year's End, he ſhall pay nothing for Intereſt; this is not *Uſury*, becauſe the Party may pay it at the Year's End, and ſo diſcharge himſelf.

2 Inſt. 89.
2 *Rol* Abr. 801.

And it is the ſame where a Perſon by ſpecial Agreement, is to pay double the Sum borrowed, *&c.* by way of Penalty, for Non-payment of the principal Debt; the Penalty being in lieu of Damages, and the Borrower might repay the Principal at the Time agreed, and avoid the Penalty.

2 *Roll.* Rep. 469.
1 *Danv.* Abr. 44.

A Man ſurrenders a Copyhold Eſtate to another, upon Condition that if he pays 80*l.* at a certain Day, then the Surrender to be void; and after it is agreed between them, that the Money ſhall not be paid, but that the *Surrenderer* ſhall forfeit, *&c.* in Conſideration whereof, the *Surrendree* promiſes to pay to the *Surrenderer*, on a certain Day, 60*l.* or 6*l. per Annum*, from the ſaid Day *pro uſu & intereſſe* of the ſaid 60*l.* till that Sum is paid: This 6*l.* ſhall be taken to be *intereſſe damnorum*, and not *lucri*, and but limited as a Penalty for Non-payment of the 60*l.* as a *Nomine Pœnæ*, *&c.*

Cro. Jac. 26.

On a Loan of 100*l.* or other Sum of Money for a Year, the Lender may agree to take his Intereſt half-yearly or quarterly; or to receive the Profits of a Manor or Lands, *&c.* and be no *Uſury*, though ſuch Profits are rendered every Day.

Jenk. Cent. 249.

If a Grant of Rent, or Leaſe for 20*l.* a Year of Land which is worth 100*l per Annum*, be made for 100*l.* it is not *uſurious*; if there be not an Agreement, that this Grant or Leaſe ſhall be void upon Payment of the Principal and Arrears, *&c.*

1 *Cro.* 27.
See 1 *Leon.* 119.

But if two Men ſpeak together, and one deſires the other to lend him 100*l.* and for the Loan of it he will give more than legal Intereſt; and to evade the Statute, he grants to him 30*l. per Annum*, out of his Land, for ten Years; or makes a Leaſe for one hundred Years to him, and the Leſſee regrants it, upon Condition that he ſhall pay 30*l.* yearly, for the ten Years; in this Caſe it is *Uſury*, though the Lender never have his own 100*l.* again.

4 *Shep.* Abr. 170.

A Man granted a large Rent for Years, for a ſmall Sum of Money; the Statute of *Uſury* was pleaded; and it was adjudged, that if it had been laid to be upon a Loan of Money, it had been *Uſurious*, though it is otherwiſe if it be a Contract for an Annuity.

3 *Nelſ.* 510.

If one hath a Rent-Charge of 30*l.* a Year, and another aſketh what he ſhall give for it, and they agree for 100*l.* This is a plain Contract for the Rent-Charge, and no *Uſury*.

Cro. Jac. 253.
2 *Lev.* 7.
See 1 *Sid.* 182.

The Grant of an Annuity for Lives, not only exceeding the Rate allowed for Intereſt, but alſo the Proportion for Contracts of this Kind, in Conſideration of a certain Sum of Money, is not within the Statutes againſt *Uſury*; and ſo, of a Grant of an Annuity on Condition, *&c.*

2 *Cro.* 208. 508.
1 *Cro.* 27.
Show. 8.

Where Intereſt exceeds 5*l. per Cent. per Annum* on a Bond, if poſſible the Principal and Intereſt are in Hazard, upon a Contingency or Caſualty; or if there is a Hazard that one may have leſs than his Principal, as when a Bond is to pay Money upon a Return of a Ship from Sea, *&c.* theſe are not Uſury.

Carthew 67, 68.
Comberb. 125.

Though where *B.* lends to *D.* 300*l.* on Bond, upon an Adventure during the Life of *E.* for ſuch a Time; if therefore *D.* pays to *B.* 20*l.* in three Months, and at the End of ſix Months the principal Sum, with a further *Premium* at the Rate of 6*d. per* Pound a Month; or if before the Times mentioned, *E.* dies, then the Bond to be void; this differing from the Hazard of a *Bottomry* Bond, was adjudged an *uſurious* Contract.

3 *Salk.* 391.

100*l.* is lent to have 120*l.* at the Year's End, upon a Caſualty; if the Caſualty goes to the Intereſt only, and not the Principal, it is *Uſury*: The Difference in the Books is, that where the Principal and Intereſt are both in Danger of being loſt, there the Contract for extraordinary Intereſt is not *uſurious*; but when the Principal is well ſecured it is otherwiſe.

2 *Cro.* 509.

A Perſon ſecures the Intereſt and Principal, if it be at the Will of the Party who is to pay, it is no *Uſury*.

2 *Cro* 677.
3 *Cro.* 501.

And a Lender accepting a voluntary Gratuity from the Borrower, on Payment of Principal and Intereſt, or receiving the Intereſt before due, *&c.* without any corrupt Agreement, ſhall not be within the Statutes againſt *Uſury*.

4 *Leon.* 43.

Alſo if one gives an *uſurious* Bond, and tenders the whole Money; yet if the

the Party will take only legal Intereſt, he ſhall not forfeit the treble Value by Statute.

Raym. 191. On an Information upon the Statute of *Uſury*, he who borrows the Money may be a Witneſs, after he hath paid the Money.

Lutw. 466. *2 Lill* 672. *3 Nelſ* 514. In Action for *Uſury*, the Statute againſt *Uſury* muſt be pleaded, and a corrupt Agreement ſet forth: It is not ſufficient to plead the Statute, and ſay that for the lending of 20*l.* the Defendant took more than 5*l. per Cent.* without ſetting forth a *corrupt* Agreement or Contract.

1 Hawk. 248. And in pleading an *uſurious* Contract by way of Bar to an Action, the whole Matter is to be ſet forth ſpecially, becauſe it lay within the Party's own Privity; but in an Information on the Statute, for making ſuch a Contract, it is enough to mention the corrupt Bargain generally, by reaſon Matters of this Kind are ſuppoſed to be privily tranſacted; and ſuch Information may be brought by a Stranger.

Paſch. 6. *W.* and *M.* B. R. In Caſe of *Uſury*, *&c.* an Obliger is admitted to aver againſt the Condition of a Bond, or againſt the Bond itſelf for Neceſſity's ſake.

The Word *Corruptive* is neceſſary in a Declaration for *Uſury*, &c.

Uſury has been decried in all Ages, both by *Jews* and *Chriſtians*; the former were by their Laws prohibited to take it of their Brethren, though *Moſes* (as Sir *Joſiah Child* ſuppoſes) for a political Reaſon, permitted them to receive it from Strangers, as a ſure Means of enriching the *Hebrews*; and though any Share of Intereſt or Uſury was ill thought of by the Fathers and others in the firſt Ages of Chriſtianity, it has for ſome Time paſt been eſteemed rather an Advantage than a Detriment to a trading People, and conſequently been encouraged (though with proper Limitations) by the Legiſlature; a lawful Intereſt has therefore now loſt the Name of Uſury, which is only continued to thoſe illegal Exactions that are the Ruin of many, when Extortioners find Means to evade the wholeſome Laws ſubſiſting againſt them, and prey upon the Neceſſities of their poor Neighbours: Theſe may juſtly be ſaid greedily to drink up the Widows and Orphans Tears; and we have too many of ſuch Miſcreants among us, who being loſt to all Senſe, not only of Religion, but even of Humanity, improve the Opportunity of others preſſing Neceſſities to their own Advantage, and grow rich and opulent upon the Spoils and Deſtruction of their fellow Creatures.

Uſury is ſtrictly prohibited in all *Chriſtian* Countries, and in many, Banks have been ſet up, with Funds to let out on Pawns, for thoſe whoſe Neceſſities required ſuch Aſſiſtance, and to prevent by this Means the prevailing iniquitous Practice of Uſurers; of this Number was our ill-conducted *Charitable Corporation* here, and that ſtill ſubſiſting at *Amſterdam*, under the Title of the *Lombard* (as being firſt inſtituted by thoſe People) or *Bank for Loans*, which is a ſpacious Building erected for a Warehouſe in 1550 by the Overſeers of the Poor, who aſſigned it in 1614 to the City, for the Purpoſes aforementioned; where every one who is in Want of Caſh may have it, on any Pawns he ſhall bring there, as none are refuſed though, never ſo vile or valuable, provided they are ſaleable; ſo that every thing will be received, from Jewels of a great Price, to the leaſt Particular of Cloaths or Furniture; and the Intereſt on the Loan is paid in the following Manner, *viz.*

For what is under 100 *Guilders*, a *Penning* per *Guilder* is paid weekly, which is after the Rate of 16 ⅔ *per Cent. per Annum.*

From 100 to 500, is paid an Intereſt of 6 *per Cent. per Annum.*

From 500 to 3000 there is paid 5 *per Cent. per Annum.*

And from 3000 to 10,000, or above, only 4 *per Cent. per Annum* is paid.

Whoever have brought in their Effects, may retrieve them whenever they pleaſe, on returning the Sum they have received, with the Intereſt to the Day of their taking them back; though with this Exception, that as the Intereſt is to be paid monthly, that of the Month entered on muſt be ſatisfied; but to avoid this, the Debtor muſt take care to free his Goods exactly at the Month's End.

If thoſe who have brought in their Pawns, neglect to free them at the Expiration of a Year and ſix Weeks, or that they do not enlarge the Time of Payment, by ſatisfying the Intereſt of the paſt Year, the *Lombard* ſells them by Auction, and reſerves what they produce more than the Sum lent (Charges and Intereſt deducted) at the Diſpoſition of the Proprietors; but if they do not reclaim the ſaid Surplus in a Year after, it is given to the Poors Houſes, and cannot then by any Means be regained.

For the Conveniency of thoſe who are deſirous of being unknown, and therefore do not care to carry their Effects themſelves to the *Lombard*, there are ſeveral ſmall Offices eſtabliſhed in the City, with this Inſcription before the Door, *Hier gaatmen in de Bank van Leeninge*; that is, *Here they go to the Lombard* or *Bank.* The People eſtabliſhed in theſe Offices take an

an Oath to the *Lombard*, and are obliged to carry in there daily, the Effects that are brought to them, under Penalty of Caſſation and being mulct; the *Lombard* pays them eight Stivers *per* every hundred Guilders that it lends on the Effects that they bring in: Theſe People take care to carry the Goods to the *Lombard*, where they pawn them in their own Names, and deliver the Money to him who brought them to them, with a Note from the *Lombard*, that contains the Name of the Commiſſary, the Quality of the Thing upon which the Money is taken, and the Sum advanced on it.

If this Note happens to be loſt, and the Proprietor would reclaim his Goods, and reſtore the Sum borrowed, he is not believed on his bare Word, nor will the Effects he delivered to him, without his giving good Security to return them, if it is found that the Note has been made over to another, who comes afterwards to demand them; but if on the Note's being loſt, any one finds it, or even if it is ſtole from the Owner, and he that has found it, or ſtole it, carries it, and demands the Effects, and pays the Loan before the Proprietor perceives that he has loſt it, the *Lombard* always delivers them to the Bearer, without Enquiry whether he is the real Proprietor or not; and the true one has forfeited the Right he had to reclaim his Effects from the Bank.

The public Sales made in this Houſe, are made during three Days in every Week. All Sorts of Perſons are admitted to the Auction; and thoſe which are known have three Months Credit, particularly for Diamonds, and other Jewels.

If it happens (as in Effect it does very often) that the Goods, Merchandiſe, or Jewels, brought to the Bank, have been ſtole, and their Owners have diſcovered it, they may reclaim them, on proving the Theft, and giving Security for their Value, and returning the Sum that has been lent on them.

All the *Lombard*'s Officers are paid by the City, of which ſome are eſtabliſhed to controul and value Clothes or Furniture, others upon Merchandiſe, and others upon Jewels and Plate; for the Reception of which there are three Warehouſes, and the Appraiſers are anſwerable for the Price in which they have valued the Things that are brought in; in caſe they are ſold for leſs than the Valuation, which they have put on them.

The Sums that the *Lombard* has occaſion for, are drawn from the Money Bank, and all the Profit it produces is deſtined for the Support of all, or the greateſt Part of the Hoſpitals, by which Method the Bank's Caſh, which would otherwiſe lie uſeleſs, is of great Benefit to the Poor, without the public Security being any thing concerned.

Of theſe *Lombards* there were ſome eſtabliſhed formerly in many Parts of the *Low Countries*, and one particularly at *Bruges* in *Flanders*, where Money was lent on Pawns without any Intereſt at all; and in ſeveral Cities of *Italy*, there were, and ſtill are, ſeveral *Banks of Charity* (called *Montes Pietatis*) where Caſh is lent on Pledges, for which only an Intereſt of three or four *per Cent. per Annum* is required, to pay the Salaries, *&c.* of the Aſſiſtants, and whoſe Funds have been ſettled by the charitable Donations of many, who have contributed largely to the Poor's Relief in this Shape; and theſe different Ways and Means have been thought of, and carried into Execution, purely to prevent that execrable Sin of *Uſury*, and alleviate what the Indigent ſuffered from it.

Of Cuſtoms, and Cuſtomhouſe Officers.

CUSTOMS are properly the Tribute or Toll paid by Merchants to the King, for carrying Merchandiſe out, or bringing it in; or in other Words, *Duties*, payable to the Crown, for Goods exported and imported; and theſe are due to every Prince or State, both of common Right, and by the Law of Nations, as a Matter inherent to their Prerogatives, they being Guardians and abſolute Commanders of their Harbours and Ports, where Commodities are landed and loaded; though in *England*, the Prince's Power is more reſtrained than in arbitrary and deſpotic Governments, as he can lay no Impoſition on any Sort of Merchandiſe (though never ſo ſuperfluous or neceſſary) whether native or foreign, or upon Merchants, Strangers, or Denizens, by his abſolute Power, without Aſſent of Parliament, either in Time of War, or under the greateſt Neceſſity or Preſſures that may be.

Cuſtoms are ſatisfied in different Manners, according to the various Uſes of the ſeveral Countries where they are levied; as in ſome they are paid in Money, and in others in kind; which Merchants ſhould endeavour to be acquainted with, and govern themſelves according to the feudal Laws, Conſtitutions, and Proceedings, uſed in all Kingdoms reſpectively, whereby they are ſecured and defended in their Traffick

Traffic and Commerce; as by a Non-obſervance thereof they expoſe themſelves to the Riſque of Mulcts, Fines, Loſs, and Forfeiture of their Goods and Commodities.

Theſe Sorts of Revenues are very ancient, but as an Account of their Nature and Antiquity, and of the ſeveral Sorts of Cuſtoms, Subſidies, Impoſts, and other Duties on Merchandiſe here in *England*, would take up a larger Compaſs in this Treatiſe than I can allow it, I muſt refer my Reader, for a more particular Relation of them, to my Lord *Coke*, in his 2 *Inſtit.* upon the *Stat.* of *Magna Charta*, *Cap.* 30. or to the valuable Works of Mr. *Henry Crouch*, *&c.* where he will find ample Information in every thing relative to this Subject.

Dyer 165. The Word *Cuſtoms* comprehends *Magna & Antiqua Cuſtuma*, payable out of our own native Commodities; as for Wool, Woolfells, and Leather; and *Parva Cuſtuma*, which are Cuſtoms payable by Merchants, both Strangers and Denizens, which began in the Reign of *Edw.* I. when the Parliament granted him three Pence in the Pound, on all Merchandiſes exported and imported.

1 *Nelſ.* Abr. 583, 584. But that which is granted by Parliament, is properly called a Subſidy; and is ſometimes granted to the King for Life, of which there are ſeveral Sorts; as *Tonnage*, a Duty granted out of every Ton of Wine imported, which was firſt granted by Parliament to King *Edw.* III. and *Poundage*, a Subſidy granted for all Goods exported and imported, except Wines, *&c.* and is uſually the twentieth Part of the Value of the Goods, or twelve Pence in the Pound; and this was firſt given to *Hen.* VI. for Life.

2 Inſt. 60. In the Reign of *Edw.* III. the great Charter for free Traffic was confirmed; and *Anno* 6 *Edw.* III. it was enacted, that no new *Cuſtoms* could be levied, nor ancient increaſed, but by Authority of Parliament.

In the ſubſequent Reigns, ſeveral other Duties have been laid on foreign Goods and Merchandiſe, and the abovementioned of *Tonnage* and *Poundage*, granted by 12 *Car.* II. for Life to that Prince, have been continued in the ſame Manner to his royal Succeſſors, down to his preſent Majeſty King *Geo.* II. but as I do not intend to write a Hiſtory of the Cuſtoms, what I have ſaid may ſuffice for a Hint of their Origin, and Mr. *Crouch*'s Book of Rates being plain, and level to all Capacities, the Trader may there ſee what he has to pay and draw back, on any Commodity he may intend to engage in; I ſhall therefore proceed to collect ſuch Rules for his Government at the Cuſtomhouſe and Water-ſide, as I Judge may be ſerviceable to him, and firſt,

For Entries inwards.

When a Ship arrives, on which a Merchant has any Goods, it is uſual for him to apply to ſome Clerk in the Long Room at the Cuſtomhouſe to make the Entry, who computes the Duties, and directs him where to pay them in, for which his Charge is very ſmall; however, if one has a mind to avoid it, he muſt draw out a *Bill of Entry* in the following Manner, *viz.*

London, *October*, the 25th 1751.

In the *Union*, *Thomas Richardſon* a *Alicant.*
S. T.
S. T. N°. 1 *a* 10, Ten Bales of Almonds, containing 60 ℔, 2*q.* 34 4 $\frac{4}{20}$ *per* ℔. £ 103 : 1

of which the Merchant muſt make ſeven, the one wrote in Words at length (which is to paſs) and called a Warrant, and in the others, the Contents may be expreſſed in Figures, which are all delivered to the proper Clerks in the Long Room, who attend for that Purpoſe from ten in the Morning till two in the Afternoon, and having paid the Cuſtoms into the Treaſury, a Receipt is given for them, and Officers appointed ſo ſoon as others concerned in the Cargo have taken the ſame ſteps.

But previous to this Entry, the Ship muſt be reported, the Method of performing which I ſhall add for the ſake of thoſe who may be as well Owners as Merchants.

On the Ship's Arrival in the River, the general Practice is to nominate a Perſon to act as a Ship's Huſband (except an Owner has a Mind to perform this Part himſelf) who muſt take an exact Account of her Loading from the Captain's Manifeſt, and report the ſame at the Cuſtomhouſe; which he does by making two Copies, the one on a blank Sheet of Paper, and the other on a Paper with the Oath to be taken by the Maſter of the Ship, printed on it, given by the Uſher of the Cuſtomhouſe, who generally attends at the upper End of the Long Room, to adminiſter Oaths, *&c.* And the Report is to be made in the ſubſequent Form, *viz.*

To Report a Ship.

After exactly copying the Manifeſt on the two

Sheets of Paper, as beforementioned, you muſt go to the Comptroller, or to the Deputy-Comptroller, in the Long Room of the Cuſtomhouſe (accompanied by the Maſter) and read the two Manifeſts over with him, of which he retains that wrote on the plain Sheet, and the other, with the printed Oath, you muſt return to the Uſher from whom you received it, who after examining the Maſter concerning the Ship, and this latter has ſworn to the Manifeſt, the Uſher directs you how, and to whom you muſt pay for entering the Ship, and your next Buſineſs is to ſee, whether thoſe principally concerned in her Cargo have made their Entries, that if they have not, you may apply for their doing it, in order to ſet the Ship to Work, and begin her Diſcharge.

Directions how to proceed after the Report is made.

The Perſon directed by the Owners to take an Account of every Merchant's Goods as they are delivered (called the Ship's Huſband) having got the Landwaiter's Name, who is appointed for the Ship, he applies to him for Information of what Merchants have made their Entries, and for a Copy of his Warrant, which he ſigns, and ſends aboard the Ship to the Officers there, that they may commence their Work, which they ſoon after do, and ſend a Hoy or Lighter to the Quays.

And againſt the Lighter's Arrival, the Ship's Huſband has prepared a Book, ruled in the ſame Manner as the Waiter's; on one Side of which he places the Number or Quantity of Goods he judges the Lighter may contain (as in the Margin) and oppoſite thereto, he ſets down the Marks and Numbers of each Parcel as they are landed; and as ſoon as the Lighter is delivered, he takes a View, or gets the Surveyor to give him an Account of the Damage (if any) upon the Goods.

1	A B N°.	4
2	C D	8
3	E F	5
4	G H	9
5		
6		
7		
8		

When the Goods are weighed or meaſured, and the Merchant has got an Account thereof, and finds his Entry already made too ſmall, he muſt make a Poſt-Entry for the Surpluſſage in the ſame Manner as the firſt was done.

And as a Merchant is always in Time to make his Poſt, he ſhould take care not to over enter, to avoid as well the Advance as the Trouble in getting the Overplus back; however, if this is the Caſe, and an Over-Entry has been made, and more paid or bonded for Cuſtoms than the Goods really landed amount to, the Land-waiter and Surveyor muſt ſignify the ſame, upon Oath made and ſubſcribed by the Perſon who is ſo over-entered, that he, nor any other Perſon to his Knowledge, had any of the ſaid Goods over-entered on board the ſaid Ship, or any where landed the ſame without Payment of Cuſtom; which Oath muſt be atteſted by the Collector and Comptroller, or their Deputies, who then compute the Duties, and ſet down on the Back of the Certificate, firſt in Words at Length, and then in Figures, the ſeveral Sums to be paid; which Certificate and Endorſement are as follows.

The CERTIFICATE.

Theſe are to certify, that *J. F.* did pay his Majeſty's Duties inwards in the *Dolphin*, *Thomas Wheeler*, Maſter, from the *Sound*, the 9th Day of *May*, 1751, for 124 Ton of Iron, 35 hundred and an half of Copper in Plates, and 800 hundred Clap-boards; and we the Officers underwritten did examine the ſame at the Delivery thereof out of the ſaid Ship, and found no more than 118 Ton of Iron; 33 hundred Weight of Copper, and 763 hundred Clap-boards: And for further Manifeſtation of the Truth hereof, he made Oath, that neither he, nor any other Perſon, to his Uſe or Knowledge, had any of thoſe Goods over-entered on board the ſaid Ship, or in any Place landed them without paying Cuſtoms. Dated at the *Cuſtom-houſe*, *London*, the 14th Day of *May*, 1751.

W. B. Surveyor.
H. S. Landwaiter.

Jurat. J. F. that the Contents of the abovementioned Certificate are true. *J. F.*

The Endorſement, with a ſuppoſed Sum for a true one.

	l.	*s.*	*d.*
One Moiety of the old Subſidy, three Pounds ten Shillings and nine Pence Farthing	3	10	9¼
New Subſidy, ſeven Pounds one Shilling and Sixpence three Farthings	7	01	6¾
The third Subſidy, two Pounds ſeven Shillings and two Pence Farthing	2	07	2¼
Additional Duty, three Pounds ten Shillings and nine Pence three Farthings	3	10	9¾
	16	10	4

N. B. This Over-Entry will be paid in Courſe, though it is ſometimes two, three, or more Months firſt.

The

The ſubſequent is an Account of the Duties which may be bonded, and when payable.

Additional Duty on Linen and Silk may be bonded for twelve Months.

Ditto, on Tobacco and Wine, for nine Months.

New Subſidy on Tobacco, for three Months.

⅓ *Subſidy* on Tobacco, for nine Months.

Impoſt on ditto, for eighteen Months.

Ditto on Wine, at three equal Payments, *viz.* ⅓ payable at three Months, ⅓ at ſix Months, and ⅓ at nine Months.

Impoſt 1690, Impoſition 169⅔, and *New Duty* on Whale-Fins at four equal Payments, *viz.* ¼ payable at three Months, ¼ at ſix Months, ¼ payable at nine Months, and ¼ payable at twelve Months.

New Duty on Raiſins, Nutmegs, Cinnamon, Cloves, Mace, and Snuff, may be bonded for twelve Months.

The Duties on Coals, *&c.* coaſtwiſe, may be bonded for three Months.

Time allowed to export by Certificate.

The Merchants are allowed, for their ſhipping off Tobacco, Sugar, Ginger, Pepper, Bugles *alias* Beads, Caſt and Bar Iron, dying Wood, all dying Wares and Drugs, eighteen Months to *Britiſh*, and fifteen Months to *Aliens*, to have their Draw-
2, 3, and 9, back; and all other Goods, twelve
Ann. Months to *Britiſh*, and nine Months to *Aliens*.

4 and 5 *W.* Amber Beads, rough Amber, Coral
and *M.* Beads, and poliſhed Coral, and all Cowries, may draw back the Impoſt 169⅔ exported in three Years.

Goods on which no Drawback is allowed.

Mum, by 1 *W.* and *M.* *Cordage*, 6 *Ann.* *Hops*, 9 *Ann.* *Tobacco*, exported in Ships under twenty Tons Burthen, 9 *Ann.* *Tobacco*, exported to *Ireland*, until a Certificate be produced of its being landed there, 9 *Ann.* *Alamodes* and *Luſtrings*, 8 and 9 *Will.* III.

Almoſt all Goods and Merchandiſe imported, pay Duties, and are to be delivered either by *Tale*, *Weight*, *Meaſure*, or *Gauge*.

Thoſe which pay Duty by *Tale*, are, at the Delivery, to be tallied at one, ten, twenty, *&c.* according to the Nature of them; and as the Merchant cannot (generally) have any Pretence for a ſhort Entry in Goods by *Tale*, therefore it is ſuppoſed that (in Strictneſs) no Poſt-Entry ſhould be admitted of.

The Goods paying Duties by *Weight*, are to be brought to the King's Beam, and weighed, in order to adjuſt the true Quantity, for which his Majeſty's Duties ought to be paid; for in Conſideration of the different Proportion, which foreign Weights bear to the *Britiſh*, the Waſte, *&c.* which may happen during the Voyage, and the Draughts and Tares to be allowed on the Landing, it cannot be expected that a perfect Entry can be made at firſt; but to enable the Merchant to make the neareſt Eſtimate of the true nett Weight to be entered, he will be furniſhed in the Progreſs of this Work with a Table of the Proportion which all foreign Weights bear with ours, and alſo with the particular Draughts, Tares, *&c.* on all Goods, imported; abſtracted from Mr. *Crouch*'s Account of them.

At landing the Goods, the Weigher is to call out the full and true groſs Weights in the Scale, which the Landwaiters (and Ship's Huſband) are to enter in their Books (and ſhould cheque with one another every Day) and from the Total of the ſaid groſs Weight, is to be deducted an Allowance in Conſideration of

Draught, according to the following reſpective Weights, *viz.*

On all Goods imported,		
weighing under	1 ℔	1 lb Dra.
	From 1 to 2	2
	2 to 3	3
	3 to 10	4
	10 to 18	7
	18 to 30 or upwards	9

Except Tobacco of the *Britiſh* Plantations, which is to be allowed eight Pounds Draught only for every Hogſhead of 350 lb or upwards. 9 *Geo.* Cap. 21. S. 15.

Theſe Allowances for *Draughts*, the Landwaiters may (when they are very different) inſert in their Books, oppoſite to each reſpective Draught; or (when they are not very different) compute the ſame, by counting the Number of the Draughts at each ſeparate Allowance.

The Allowance for Draught being deducted, there is (in moſt Caſes) a farther Allowance to be made out of the remaining Weight, called

Tare, being a Conſideration of the outſide Package that contains ſuch Goods, which cannot be unpacked without Detriment; or for the Papers, Threads, Bands, *&c.* that incloſe or bind any Goods which are imported looſe; or, though imported in

 Caſk,

Caſk, Cheſts, *&c.* yet can be unpacked and weighed nett.

Several Sorts of Goods have their *Tares* aſcertained, and thoſe Tares are not to be altered or deviated from, in any Caſe within the Port of *London*, unleſs the Merchant thinking himſelf, or the Officers the Crown, to be prejudiced by ſuch *Tares*, ſhall deſire that the Goods may be unpacked, and the nett Weight taken; which may be done either by weighing the Goods in each reſpective Caſk, *&c.* nett, or (as is practiſed in *Eaſt-India* Goods particularly) by picking out ſeveral Caſks, *&c.* of each Size, and making an Average, and ſo compute the reſt accordingly. But this muſt not be done without the Conſent of two Land-Surveyors, atteſted by their Hands in the Landwaiter's Books; and in the Out-Ports, not without the Conſent of the Collector and Surveyor: And as to thoſe Goods which have not their *Tares* aſcertained, two Land-Surveyors in *London*, and the Collector and Surveyor in the Out-Ports, are to adjuſt and allow the ſame in the like Manner.

Sometimes the Caſks, *&c.* are weighed beyond Sea before the Goods are put in, and the Weight of each reſpective Caſk, *&c.* marked thereon (as is uſual for moſt Goods imported from the *Britiſh* Plantations) or elſe inſerted in the Merchant's Invoice; in which Caſe, if the real Invoice be produced, and the Officers have ſatisfied themſelves (by unpacking and weighing ſome of them) that thoſe Weights are juſt and true, they do then, after having reduced them to *Britiſh* Weight (if not ſo before) eſteem them to be the real *Tares*, and paſs them accordingly; though ſometimes the *Tares* on the Caſk, *&c.* are wholly diſregarded, and the real *Tares* taken.

But the unpacking Goods, and taking the nett Weight, being ſuppoſed the juſteſt Method, both for the Crown and Merchant, it is uſually practiſed in the Port of *London*, in all Caſes where it can be done with Conveniency, and without Detriment to the Goods.

Goods delivered by *Meaſure*, are under three different Regulations:

1. Such as Linens particularly; which are meaſured by running Meaſure, being no more than taking the Length of the Piece from one End to the other.

And as in the *Holland*, *Flanders*, and ſome Sorts of *German* Linens, the Contents in *Britiſh* Ells are often annexed to, or marked on each Piece, and likewiſe inſerted in the Merchant's Invoice; therefore there will not be any Difficulty in making a perfect Entry: So that no Poſt-Entry will be admitted in this Caſe.

And for ſuch Linens as are contented in foreign Meaſures, the Table, which will hereafter be inſerted, proportioning them to the *Engliſh*, will enable the Merchant readily to find their Contents in *Britiſh* Yards or Ells, according as the Nature of the Entry ſhall require.

But thoſe *German*, or Eaſt Country Linens, which are not contented, by reaſon the ſeveral Pieces of each reſpective Sort are generally about the ſame certain Lengths, may be entered, by computing the whole Quantity at ſuch uſual Lengths, and delivered by the Officers, by meaſuring ſome of the Pieces, and computing the reſt accordingly.

2. Such as Pictures, Grave and Paving Stones, and Marble Tables particularly, which are meaſured by ſquare and ſuperficial Feet.

3. Such as Marble Blocks, and Timber particularly, which are meaſured by ſolid or cubical Meaſure.

Goods delivered by *Gauge*, are Wines, *&c.* and all exciſeable Liquors, whoſe Quantity to be entered, may be pretty nearly determined, by conſidering the Size of the Caſks, and what accidental Leakage, or other Diminution may have happened during the Voyage.

Before any Goods are delivered by Virtue of any Warrant, the ſame muſt be copied into Landwaiter's Books, as a Foundation for the Delivery, diſtinguiſhing the Date and Number of the Entry, the Merchant's Name, the total Duties paid, the particular Packages, with the Marks, Numbers, and Quantities of the Goods, for which the Duties have been paid.

And at the Delivery of the Goods, underneath the ſaid Copy of the Warrant, muſt be inſerted the particular Manner of the Delivery, as the Tale, Weight, Meaſure or Gauge, with the reſpective Allowances for Draught and Tare, (where the ſame are to be allowed) from the Total, whereof the Quantity firſt entered being deducted, the Remainder is the Quantity, for which a Poſt or additional Entry is to be made; and when the ſame is made, the Date and Number of ſuch Entry muſt be inſerted (oppoſite to the ſaid ſhort Entry) as will be illuſtrated by three or four Examples annexed.

In making Entries it is uſual for Merchants to include all the Goods they have on board the ſame Ship, in one, though ſometimes they may happen to be of twenty ſeveral Denominations, or more; and as it is enacted by 12 *Car.* II. Cap. 4. Sect. 4. (to which ſubſequent Acts have had Reference) That if any Goods or Merchandizes be brought from Parts beyond the Seas into this Realm, by way of Merchandize, and unſhipped to be laid on Land, the Subſidy, Cuſtoms, and

and other Duties thereof, not paid, or tendered to the Collector, *&c.* nor agreed with for the ſame in the Cuſtomhouſe, that then the ſaid Goods and Merchandizes ſhall be forfeited; therefore there was ſome Years ago a Reſolution of the Court of Exchequer, that, to admit of Poſt, or additional Entries, where Goods are ſhort entered (the Goods ſo ſhort entered being laid on Land, before Payment of Duty) is a Matter of Favour and Indulgence, to prevent ſuch Goods from Forfeiture; and though in Goods delivered by Weight and Gauge, it is almoſt impoſſible to make a perfect Entry before Landing; yet in Goods delivered by Tale and Meaſure, there cannot be any Excuſe or Pretence for a ſhort Entry, and therefore (as has been before remarked) it ought not to be allowed.

Examples of the Examination and Delivery of foreign Goods imported.

6th of *December*, 1751, N°. 45.

Benjamin James £ 10 12 2¼.

B.I. N°. 1a10 Ten Caſks, containing C. 50 0 0 of Allum.

N°. 1	6	0	10	
2	6	3	14	
3	5	3	17	
4	6	0	13	
5	5	3	24	
6	6	1	12	
7	6	3	2	
8	6	0	0	
9	6	0	8	
10	6	1	18	
	62	2	6	
		1	12	Draught
	60	0	22	
	6	1	22	Tare at 12 lb. *per Cent.*
Delivered	53	3	0	
Entered	50	0	0	
Short	3	3	0	

Poſted 8th *December*, N°. 18.

14th of *December*, 1751, N°. 31.

John Sims £ 0 0 0

I.S. N°. 1a3.
R.V. N°. 5a8.
K.O. N°. 3.7.9. } 10 Caſks qt 100 C. of Argol.

I.S. N°.	2	12	3	14	
	3	12	0	14	
	1	13	2	7	
R.V.	7	13	1	0	
	5	12	3	0	
	8	13	0	18	
	6	11	3	14	
K.O.	8	13	0	18	
	7	11	3	26	
	3	13	2	0	
	10	128	0	27	
	10 at 7 lb.	0	2	14	Draught.
		127	2	13	
		15	3	22	Tare at 14 lb. *per Cent.*
Delivered		111	2	19	
Entered		100	0	0	
Short		11	2	19	

Poſted the 17th *December*, N°. 5.

15th *January*, 1751, N°. 10.

George Chaſe £ 12 8 6½

GC N°. 1a10 —— 10 doub. Serons containing 45 C. of Barilla.

	C	qr.	lb.
N°. 1	5	1	8
2	5	3	2
3	4	3	18
4	4	2	27

15th *January*, 1751, N°. 7.

Robert Aſhby £ 1 13 2¼

RA N°. 1a10 —— 10 Sacks, containing 20 C. Weed Aſhes

	C	qr.	lb.
N°. 1	2	2	2
2	2	1	22

N°.

N°. 5	5	1	10	
6	5	3	22	
7	5	2	20	
8	5	3	17	
9	4	3	25	
10	6	0	3	
10	54	2	12	
	0	1	12	Draught
	54	1	0	
	3	0	24	Tare at 36 lb. each
Delivered	51	0	4	
Entered	45	0	0	
Short	6	0	4	

Poſted 24th of *January*, N°. 5.
Tare thirty-ſix Pounds *per* double Seron,

A. B. } Surveyors.
B. C. }

Note, It is ſometimes imported in ſingle, and ſometimes in treble Serons of about the ſame Weight.

N°. 3	2	1	14	
4	2	1	16	
5	2	1	19	
6	2	1	24	
7	2	2	6	
8	2	2	4	
9	2	1	26	
10	2	1	15	
10	24	2	8	
10 at 3 lb.	0	1	2	Draught
	24	1	6	
	0	2	24	Tare 8 lb. *per* Sack
Delivered	23	2	10	
Entered	20	0	0	
Short	3	2	10	

Poſted 18th of *January*, N°. 9.

And the Draughts being noted, I ſhall now give (as promiſed) an Alphabetical Account of the *Tares*, as they are allowed at the Cuſtomhouſe of *London*.

A.

Allom in Caſks, Tare 12 *per Cent.*
Aſhes, called Pot-Aſhes 10 *per Cent.*
Annotto, in Cheſts of about 180lb. 40lb. *per* Cheſt.
Aſhes, called Weed Aſhes, Tare 8lb. *per* Sack.
Argol, in Caſks, 14 *per Cent.*

B.

Barilla, in double Serons, 36lb. *per* Seron.
Battery in Fats 8 *per Cent.*
Beads, Vocat Coral Beads, in Caſes, if covered with Rags 3 *per Cent.* for Strings, Paper, and Rags; but if not covered with Rags, then only 2 *per Cent.*
Brimſtone, in Caſks, Tare 8lb. *per Cent.*
Briſtles, in Fats, about 5 C wt. Tare 84lb.
Ditto, undreſs'd in Caſks, 17lb. *per Cent.*
Bugle, great, in Caſks, 3 ditto.

C.

Canary Seeds in Barrels of about $2\frac{1}{2}$ C. Tare at 30lb. each.
Capers, in Caſks, Tare $\frac{1}{3}$.
Cochineal, in Cheſts covered with Skins, containing about $1\frac{1}{2}$ C. Tare 50lb.
Ditto, in Barrels, about $1\frac{1}{2}$ C. Tare 36.
But it is not now uſually imported in ſuch Package.
Ditto, in Bales of about 200lb. each, Tare 18lb. *per* Bale.
Ditto, in Serons of about 2 C. each, Tare 24lb. *per* Seron.
Ditto, in Caſks of about 250lb. each, Tare 42lb. each.
Cocoa Nuts, in Caſks, tared according to their Weight.
Coffee, in Bales, from *India*, of about $2\frac{1}{2}$ C. Tare 18lb. *per* Bale.
Ditto, in Bales, from *Turkey*, of about 3 C. Tare 15lb. *per* Bale.
Copper, in Fats, Tare 8lb. *per Cent.* but never ſo imported.
Copper-Ore, in Caſks, of near 2 C. each, Tare 21lb. *per* Caſk.
Copperas, green, in Caſks of about $10\frac{1}{2}$ C. Tare 10 *per Cent.*
Cowries, in Bags, of about $1\frac{1}{2}$ C. Tare 6lb. *per* Bag.

DRUGS.

D.

DRUGS.

Aloes Succotrina, in Cheſts, about $3\frac{1}{2}$ C. Tare 80lb.

Ditto, in Cheſts, abouts $2\frac{1}{2}$ C. Tare 55lb. *per* Cheſt, for Cheſts, and 10 *per Cent.* for Bladders.

Ditto Epatica, in Gunny, about 100, Tare 8lb. about 2 or 300 Tare 14lb.

But in Goods from the *Britiſh* Plantations, the preſent uſual Allowance for Tare is $\frac{1}{5}$ Part.

Ditto, not of the Growth, in Cheſts, Tare as on the Cheſts, and 20 *per Cent.* for Leathers.

Antimony, in Caſks, Tare 6lb. *per Cent.*

Argentum Sublimatum, or Quickſilver, about $1\frac{1}{4}$, or $1\frac{1}{2}$ C, in Boxes, Barrels, and Leather, Tare 36lb. in Barrels Tare 14lb.

Aſſa Fœtida, in Baſkets, about $\frac{1}{4}$ C. wt. Tare 3lb. *per* Baſket.

Ditto, in Cheſts, from *India*, Tare 50lb. *per* Cheſt.

Barley hulled, or *Pearl Barley*, in Caſks of about $4\frac{1}{2}$ C. Tare at 45lb. *per* Caſk, when they do not come tared, or if they do, then the Tare that is on them.

Bedellium, in Cheſts, of about $3\frac{1}{2}$ C. from *India*, Tare 60lb. *per* Cheſt.

Benjamin, in D°. about $3\frac{1}{2}$ C. Tare 90lb.

In Gunny, about 100 wt. Tare 8lb. about 2 and 300 wt. Tare 14lb.

Bole, in Caſks, Tare 8lb. *per* C.

Camphire, in Tubs, about $\frac{1}{2}$ or $\frac{3}{4}$ of an 100, Tare 18lb. but ſeldom imported unleſs refined, in ſmall Quantities from *Holland*.

Cardamoms, in Bales, about 200 wt. Tare 14lb.

Carraway Seeds, in Canvas Bales, about 300 wt. Tare 10lb. but are ſcarce ever imported.

Caſſia Fiſtula, in Caſks, Tare as on the Caſks.

Caſſia Lignea, in Cheſts, about 2 C. Tare 99lb. *per* Cheſt.

Caſſia Minea, in Bags, of about 1 C. Tare 4lb. each.

Cinabrium, or *Vermillion*, in Tubs, about $3\frac{1}{2}$ hund. Tare 36lb. But the Officers having been diſſatiſfied with the above Allowance, have on ſome Occaſions tared the Tubs, and found them on an Average only to deſerve 24lb.

Coculus Indiæ, in Bags, about 1 C. Tare 8lb. *per* Bag.

Coloquintida, in Cheſts, Tare $\frac{1}{5}$ Part.

Ditto, in Bales, of about $3\frac{1}{2}$ C. Tare at 30lb. *per* Bale.

Coral, unpoliſhed, in Caſes, Tare as on them.

Cortex Peruvianus, or *Jeſuits Bark*, in Serons, about 1 C. Tare at 14lb. *per* Seron.

Cream of Tartar, in Caſks, Tare taken from the Merchant's Invoice, not being marked on the Caſks.

Cubebs, in Bags, Tare 4lb.

Cummin Seeds, in Sacks, about $2\frac{1}{2}$ C. Tare at 12lb. each.

Diagredium, or *Scamony*, in Cheſts, about $3\frac{1}{2}$ C. Tare 70lb. *per* Cheſt.

Ditto, not of the Growth, in Cheſts, about 2 C. Tare at 80lb. *per* Cheſt, and 12 *per Cent.* for Boots.

Fennel Seeds, in Bales, about $3\frac{1}{4}$ C. Tare 12lb. *per* Bale.

Fechia Brugiata, in Butts, about 11 C. Tare 14 *per Cent.*

Galanga, in Bales, about 1 C. Tare 10lb. *per* Bale.

Green Ginger, in Jars, about 100 wt. Tare 28lb.

Gum Arabick, in Sacks, about 3 C. Tare 10lb. *per* Sack.

Gum Elemi, according to the preſent Practice, has an Allowance (beſides for the outward Package) of 12 *per Cent.* for the Shavings that it is wrapt in.

Gum and *Seed Lack*, in Gunny, abovt 1 hund. Tare 7 lb. 2 or 3 hund. 14 lb.

Shellack, in Cheſts from *India*, Tare as Cheſts weigh.

Sticklack, in Cheſts from ditto, about $2\frac{1}{4}$ C. Tare from 100 to 110 lb. each.

Ditto, in Bags, about 1 C. Tare 5lb. each.

Incenſe, or *Olibanum*, in Gunny, 2 or 3 hund. wt. Tare 14 lb. 1 hund. wt. Tare 8 lb.

Ditto, from *India*, in Cheſts, about 5 C. tared from 104 to 112 lb. each.

Iſinglaſs, in Fats, about $3\frac{1}{2}$ or 4 hund. wt. Tare 84 lb.

Jujubes, in Fats, Tare 16 lb. *per Cent.*

Juniper Berries, *Italian*, of the Growth, in Caſks, Tare as on them.

Ditto, *Dutch*, of the Growth, in Caſks, about 3 C. Tare at 70lb. *per* Caſk.

Manna, of the Growth, in Cheſts, about $1\frac{1}{4}$ C. Tare 50lb. each.

Myrrha, in Cheſts, from $3\frac{1}{2}$ to 4 hund. wt. Tare 92lb.

Ditto, from *India*, in Cheſts, about 5 C. Tare 75lb. *per* Cheſt.

Pepper-Long, from *India*, in Bags, about 1 C. Tare 8lb. *per* Bag.

Piſtachia's, or *Nux Piſtachiæ*, of the Growth, in Cheſts, about $2\frac{1}{2}$ C. Tare 110lb. each.

Pitch, called *Burgundy Pitch*, in Stands, about $2\frac{3}{4}$ C. Tare 56lb. but now not uſually imported.

Prunelloes, in Boxes, about 14lb. wt. Tare 3lb. *per* Box.

Rhubarb, *Turkiſh*, of the Growth, in Bales, about $2\frac{3}{4}$ C. tared as they weigh, about $81\frac{1}{2}$lb. each.

Ditto, *Ruſſia*, of the Growth, in Caſks, tared as upon them.

Sal

Sal Armoniack, in Caſks, from *Italy*, Tare as upon them.

Sarſaparilla, of the Growth, in Bales, about 1 C. Tare 5lb. *per* Bale.

Tamarinds, from *India*, in Caſks and Jars, tared as weighed.

Tincal, in Duppers, about 1 or $1\frac{1}{4}$ C. Tare 16lb. about $1\frac{1}{2}$ C. Tare 20lb.

Turmerick, in Gunny, about $1\frac{1}{2}$ C. Tare 14lb. 1 C. 10lb.

Ditto, in Bags, from *India*, about $\frac{3}{4}$ C, Tare 6lb. *per* Bag.

Verdigreaſe, in Leather, about $\frac{1}{4}$ C. and 14lb. Tare 3lb. But is not now uſually ſo imported.

Ditto, in Caſks, about $6\frac{1}{2}$ C. Tare 65lb. each.

Vitriolum Romanum, in Duppers, about 100 wt. Tare 14lb. But not uſually ſo imported.

Ditto, in Cheſts, of about 3 C. Tare 55lb *per* Cheſt.

Zedoaria, from *India*, in Cheſts, about $5\frac{1}{2}$ C. Tare as weighed.

Note, *There are many other Sorts of* Drugs *uſually imported into the Port of* London, *which are here purpoſely omitted, as the Method of their Delivery is the ſame with the ſeveral Examples before given, which had not their* Tares *aſcertained by the Table.*

F.

Feathers, in Bags, Tare 4lb. *per Cent.*

Flax, undreſt, Tare 4lb. *per* Bobbin.

Note, *This Tare is for the Bands round the Bobbins; and when theſe are covered with Mats, then there is uſually allowed for Tare 6 or* 8lb. *per* Bobbin.

Flax, undreſt, in Bales or Bags, about $4\frac{1}{2}$ C. Tare 6lb. each.

Fruit, in Baſkets, *vide* Grocery.

G.

Galls from *Aleppo* and *Smyrna*, in double Bags, Tare 7lb. each, in ſingle ditto, 4lb. each.

Grains of Guinea, in Caſks, containing about 5 C. Tare as on the Caſks.

GROCERY.

Almonds, in Caſks, Tare 14 *per Cent.* In Bags, 4lb. *per* Bag. In Serons and Bags about 200 wt. Tare 18lb. and ſo proportionably.

Note, *When Almonds are imported in the Shells, it is the Practice in the Port of* London *to allow two Thirds for the Shells.*

Anniſeeds, in Serons and Bags, about $3\frac{3}{4}$ hund. Tare 18lb. $3\frac{1}{2}$ ditto with Felts, 20lb. $3\frac{1}{2}$ ditto without Felts, 14lb. In Bales about 7 C. 42lb. In Caſks from *Holland* about $7\frac{1}{2}$ C. Tare as on them.

Cinnamon, in Gunny, about $\frac{3}{4}$ or 1 C. Tare 12lb. In Skins, ſaid wt. 14lb. In Skins and Bags 16lb.

Cloves, in Caroteels, about $4\frac{1}{2}$ C. Tare 70lb.

But are ſometimes paſſed according to the Dutch Tares, *marked on the Caſks, though uſually the real Tares are taken by emptying the Caſks and taking their Weights.*

Currants, in Buts and Caroteels, Tare 16lb. *per Cent.* In quarter Roll, 20lb. *per* ditto. In Bags about 400 wt. 10lb. *per* Bag.

Figs, in Barrels, Tare 14lb. *per Cent.* In Baſkets about 34lb. 5lb. each. In Caſks, about $4\frac{3}{4}$ C. 16 *per Cent.*

Ginger, in Bags, about 92lb. Tare 4lb. *per* Bag.

Mace, in Caroteels, about 300 wt. Tare 70lb. *But is uſually tared as Cloves.*

Nutmegs, in Caroteels, about 6 or 7 hund. wt. Tare 70lb. *But is uſually tared as* Mace *and* Cloves, *which ſee.*

Pepper, in Bags, about 300 wt. Tare 4lb. *per* Bag.

Prunes, in Puncheons, or uncertain Caſks, Tare 14lb. *per Cent. But this Allowance having by Experience been found to be inſufficient, there is now, in the Port of* London, *uſually allowed about* 20lb. *per Cent. for the Tare of the Caſks.*

Raiſins, in Baſkets, Tare 4lb. each. In Frails, 6lb. each. *Lipra*, in Barrels about 100 wt. 14lb. each. *Solis*, in Caſks, 12 *per Cent.. Though on* Belvadera *and* Lipra *Raiſins in Barrels,* 23lb. *has been allowed on the firſt, and* 18lb. *each on the laſt, as they have been found to tare as much upon an Average.*

Raiſins, from *Smyrna*, the preſent uſual Allowance for Tare is, for Fir Caſks, 12lb. *per Cent.* for Oak Caſks, 14lb. *per Cent.*

Sugar, from *India*, in Bales, Tare 36lb. in Cheſts $\frac{1}{5}$ Part, in Caſks $\frac{1}{5}$ Part, in Caniſters $\frac{1}{5}$ Part, in Caſks St. *Thome* $\frac{1}{5}$. Loaf Sugar in Caſks with Paper, Thread, and Straw, Tare 16lb. *per Cent. But the preſent uſual Allowances for Tare of Sugars from the* Britiſh *Plantations, are according to the reſpective Weights, following, viz.*

All ſmall Caſks under 8 C wt. Tare 14lb. *per Cent.*

Every Caſk from 8 to 12 C wt. Tare 1 C.

From 12 to 15 C.	1 C. 1 *q.*
From 15 to 17 C.	1 C. 2 *q.*
Of 17 C. and upwards	1 C. 3 *q.*

Ditto, Brown from the *Eaſt Indies*, in Caſk, about $4\frac{1}{2}$ C. Tare 70lb. *per* Caſk.

H.

Hair, called *Goats Hair*, in Canvas, Tare 4lb. *per Cent.* in Hair Cloth, 7lb. *per* ditto.

Hemp,

Hemp, called Steel-Hemp, in Fats, Tare 14lb, *per Cent.* But now not uſually imported.
Hops, in Bags, Tare 4lb. *per Cent.*

I.

Incle unwrought. The Skeins of that Sort of unwrought Incle, which is commonly called *Short Spinnal,* are about half an Ell or upwards in Length; and of that which is not called ſo, about an Ell in Length.

When unwrought Incle is imported in Bales or Robins, the preſent uſual Allowance for Tare is, for every Bale or round Robin weighing under 2 hund. wt. 6lb. for every ditto, weighing above 2 hund. wt. 8lb. But if imported in Caſes or Cheſts, it is weighed looſe, and therefore not any Allowance for Tare.

Incle wrought, being always weighed looſe, the Allowance of Tare is only for the Papers that contain it, which according to the preſent Practice, is 2 *per Cent.*
Indico, in Cheſts covered with Skins, about 1¾ C. Tare 48lb. in Bales with Skins, about 1½ C. Tare 16lb. But now not uſually ſo imported.
Ditto, of *Britiſh Plantations,* in Caſks, about 1½ to 2 C. Tare as on them.
Iron, old Buſhel, in Caſks, about 13 hund. wt. Tare 107lb. each.

K.

Kettle Fats, 8lb. *per Cent.*

L.

Latten, or *Round Bottoms,* in Fats, Tare 8lb. Tare *per Cent.*

M.

Madder, in Bales, great and ſmall, ſingle and double Bags, Tare 28lb.
In Fats, Tare 10lb. *per Cent.*
Metal, prepared for *Battery,* the ſame Tare as for *Battery,* which is 8lb. *per Cent.*
Muſtard Seed, in Bags about 2 C. Tare 2lb. *per* Bag.

O.

Olives, if imported in large Caſks, muſt be gauged, but if in ſmall Caſks or Jars the Contents may be computed; and according to the preſent Practice in the Port of *London,* have an Allowance of ⅓ Part in Conſideration of the Liquor.
Oils, in certain Caſks, one in twenty allowed for Leakage, under ten, none.
In Candy Barrels, Tare 29lb. *per Barrel.*
In uncertain Caſks, Tare 18lb. *per Cent.*
Note, 7½ Pounds make a Gallon, and 252 Gallons make a Ton.
Though Oils of all Sorts pay Duty by Meaſure, yet it is not the Practice to gauge them, but if imported in uncertain Caſks, they are weighed, and the groſs Weights (after the Deductions of Draughts and Tare) are reduced to Meaſure, by accounting 7½ Pounds to the Gallon.
Train Oil, of the *Britiſh* Plantations, in uncertain Caſks, is allowed 18lb. *per Cent.* but in certain Caſks, as Barrels, it is the Practice in the Port of *London* to allow 50lb. *per* Barrel Tare.

P.

Piemento, in Barrels, about 2¾ C. Tare as on the Caſks.
Plat, vocat. *Bermudas* Plat in Caſks, about 1½ C. Tare as on the Caſks.

R.

Rice, in Barrels, about 4 C. Tare as on the Caſks.

S.

Safflore, in Bales, about 6 C.	Tare 84lb.
In Bags, from 2 to 3 C.	16lb. *per* Bag.
Sago, from *India,* in Bags, about 94 lb.	3lb. each.
Salt Petre, in Caſks	12 lb. *per Cent.*
In Gunny, about 1¼ C.	16lb.
In treble Gunny from *India* about 1 C. 1*q.* 13lb.	18lb.
Shavings, for Hats, in Bags, about 8 C.	14lb. each.
Shumack, in Bags, about 3½ C.	10lb.
From 2 to 3 C.	8lb.
About 7 C.	14lb.

Silk of Bologna, thrown, or *organzine,* in ſhort Bales, with Searcloth, and Cotton Wool, about 2 C. Tare 28lb.
Therefore it is the Practice in the Port of London *to allow* 14lb. *per* C. *for* Tare.
In Long Bales, with Searcloth and Cotton Wool, about 2 C. Tare 30lb.
Of *Piedmont, according to the Practice in the Port of* London, *has the ſame Allowance for* Tare *as* Bologna.
Of *Naples,* in Bales, with Searcloth, about 2 C. Tare 18lb.
Therefore it is the Practice in the Port of London, *to allow* 9lb. per 100lb. *for* Tare.
In Fangots, with Searcloth, about 1½ C. Tare 14lb.
And ſo downwards proportionably.

Of *Meſſina*, in Bales, double Canvas, thrown, and raw, about 2 C. 10

In Bales, with Searcloth and Cotton Wool, about 2 C. 22

Therefore it is the Practice in the Port of London, *to allow* 11lb. per 100lb. *for* Tare.

Silk-raw——the Pound to contain 24 oz.

Great Pounds of 24 oz. into Pounds of 16 oz. add ½ Part.

Pounds of 16 oz. into great Pounds of 24 oz. ſubſtract ⅓ Part.

Of *Aleppo*, in long Bales, with Cotton Wool, about 3¼ C. and downwards to 2¾ C. Tare 32lb.

In Fangots, with Cotton Wool, about 2¼ or 2½ C. 24

About 1¾, or 2 C. 20

About 1¼, or 1½ C. 18

Ardas Silk, in ſhort Bales, with Cotton Wool, from 3¼, to 2¾ C. 30

Of *Meſſina*, vide Silk thrown.

Of *Perſia*, in Bales of 1¼ C. 20

Of *Smyrna* and *Cyprus*, about 3 C. and upwards 16

Downwards to 2 C. 14

from 2 C 12

Of *Bologna* and *Piedmont*, according to the Practice of the Port of *London*, has the ſame Allowance for *Tare*, as thrown Silk of *Bologna*, that is 14lb. *per* 112lb.

Silk Nubs, or *Huſks*, the Pound to contain 21 oz.

To reduce *Pounds of* 21 *oz. to Pounds of* 16 *oz. add* ¼ *more* ¼ *of that.*

Pounds of 16 *oz. to Pounds of* 21 *oz. ſubſtract* $\frac{5}{21}$, *or multiply by* 16, *and divide by* 21.

In Bales, about 2¼ C. Tare 24lb. each.

Silks wrought, in Caſes, about 1¾ C. from *Holland.*

	lb.	oz.
30 ps.—for Papers and Packthreads, at 6 oz. *per* ps	11	4
Tared 18 ps.—for Paſtboards, Papers, and Packthreads, at D°	6	12
6 ps.—for Boards, Papers, and Packthreads, 8 oz. *per* ps.	3	0
Tare	21	0

Wrought Silks are never examined on the Kays, but always ſent to the Warehouſe.

Smalts, or *Powder Blue*, in Caſks, about 4 C. Tare 10 *per Cent.*

Snuff, *Britiſh* Plantation, in Barrels, about 2 C. Tare as on the Caſks.

Ditto, from the *Havana*, in Serons and Bags, Tare as Weigh.

Soap, called *Caſtile Soap*, in double Serons, about 3 C. Tare 30lb.

In ſingle Serons, about 3 C. Tare 16lb.

In Cheſts about 2½ or 3 C. Tare 40lb.

Ditto, called *Italian* hard Soap, in Cheſts, about 1½ C. Tare 30lb.

Succads, in Cheſts, about 1½ C. Tare 40lb.

But the preſent uſual Allowance for Tare is ⅓ Part.

T.

Tallow, from *Ruſſia* and *Ireland*, in Caſks, Tare 12 lb. *per Cent.*

Tea, from *India*, in Cheſts, Tubs, and Baſkets, Tare as they weigh.

Thread, called black and brown, or Bruges Outnal, to have an Allowance of 6 *per Cent.* for want of Weight.

Whited brown, ditto.

Siſter's Thread to have no Allowance (that is) if imported in certain Papers, as Pounds, half Pounds, *&c.* for then the Papers of each ſeparate Size, are to be counted, and paſſed according to their reſpective Weights.

But if imported in uncertain Papers, they are weighed looſe, and according to the preſent Practice, have an Allowance of 12 *per Cent.* for the ſaid Papers.

Tobacco, *Barbadoes*, in Rolls upon Sticks, about ½ C. Tare about 6lb. *per* Stick.

Burmudas, in Cheſts, 20lb. *per Cent.*

In Caſks, about 3 C. 60lb.

about 2½ C. downwards, to 2 and 1¾ C. 50lb.

But Tobacco *of the* Britiſh Plantations *in* America, *may not be imported otherwiſe than in Caſks, Cheſts, or Caſes, each above two hundred wt.* 10. *and* 11 W. III. *cap.* 21.

Spaniſh, in Barrels, about 2¼ hund. ——	28lb.
D°, in half Barrels, about 1¼ D°. ——	18
D°, in Potaccoes, without Canvas ——	14
D°, in D°, covered with Canvas ——	16
D°, in D°, covered with Skins ——	26
Virginia, in Hogſheads, weighing under 300 wt.	70
D°, from 3 to 400 —— ——	80
D°, from 4 500 —— ——	90
D°, 500 wt. and upwards ——	100

But now the Hogſheads of Virginia *and* Maryland *Tobacco are ſtripped off, and the real Weight of the Tobacco taken.*

And

And in Conſideration of the Merchant's Charge, in opening, ſtripping, and making up their Hogſheads, after Samples have been drawn, they are to be allowed two Pounds per *Hogſhead, which is to be deducted from the Foot of the Account.*

Note, *the damaged Tobacco, for which the Merchant refuſes to pay Duty, muſt be ſeparated from the Sound before it be weighed.*

Tortoiſe Shell, in Boxes and Caſks, Tare as on them.

Turpentine, in Caſks, Tare ⅕ Part.

Twine, in Mats, about 2½ C. Tare 9lb. *per* Matt.

V.

Vermachilly Paſte, in Caſes, about 2¼ C. Tare 80lb. *per* Caſe.

W.

Wax, Vocat. *Bees Wax*, in Caſks, about 10 C. Tare 84lb. *per* Caſk.

Whale-fins, of *Britiſh* Plantation Fiſhing, in Bundles, about 1 C. Tare 6lb. *per* Bundle.

Wool—Beaver Wool, in Hogſheads and Brizels, Tare 75lb. in Crobies, *Tare* the Cover, which is ⅓ of the whole.

Cotton Wool, Tare 4lb. *per Cent.*

But if in Hair Bags from *Turkey*, the preſent uſual Allowance for Tare is 20lb. *per* Bag.

But if ſcrewed with Ropes from *Cyprus*, the Allowance for Tare is, *per* particular Order, 7lb. *per Cent.*

Eſtridge, Lambs, *Poliſh* Wool, Tare 4lb. *per Cent.*

Spaniſh Wool in Bales, for Cloth about 2C. Tare 28lb.

For Felts about 2¼ C. 14lb.

Segovia Spaniſh, for Felts about 2 C. 15lb.

Carmenian Wool, in Bales, about 3 C. (Vide Hair) 9lb. each.

Wormſeeds, from *Smyrna*, in Bales, with Felts, about 3¾ C. Tare 24lb.

From *Aleppo*, with Cotton Wool 24

Y.

Yarn—Cable Yarn, in Winch, from *Ruſſia*, Tare 28lb.

Cotton Yarn, in Bales, from *India*, about 3½ C. 43

In Bags from *Turkey*, Tare 5lb. *per Cent.*

From *Aleppo*, in Bales, with Cotton Wool 28

And ſo downwards proportionably.

From *Smyrna*, in Bales, with Felts, about 4C. 28

Without Felts, about 4C. 18

In Fangots, without Felts, about 1¾ or 2 C. 14

1½ C. 12

With Felts Skins, and Cotton 16

Iriſh Yarn, the Pack to contain 480lb. wt.

Linen Yarn, in Fats, Tare 12lb. *per Cent.*

Having fully treated in the preceding Part of this Chapter, of the landing and delivering foreign Goods, and under the Title of Ports, *&c.* mentioned thoſe allowed in all Parts of *England* for loading and landing of Goods, except *London*, I ſhall now ſhew the Wharfs appropriated for this Purpoſe there, and alſo the Time allotted for tranſacting this Sort of Buſineſs at the Kays, as was provided by a Commiſſion iſſued out of the Exchequer, by which his Majeſty was pleaſed to allow the following Kays, Wharfs, *&c.* to be lawful ones, for the Lading or Landing of Goods, *viz.*

See P. 123. & Seq.

Brewer's-Kay.

Cheſter's-Kay.

Gally-Kay.

Wool-Dock.

Cuſtomhouſe-Kay, the Stone Stairs on the Weſt Side thereof are declared not to be a Place for ſhipping or landing of Goods.

Porter's-Kay.

Bear-Kay.

Sabb's-Dock, excluding the Stairs there, which are declared to be no lawful Place for ſhipping or landing of Goods and Merchandize.

Wiggon's-Kay.

Young's-Kay.

Ralph's-Kay.

Dice-Kay, the Stairs there declared unlawful, for ſhipping or landing of Goods or Merchandize.

Smart's-Kay.

Somer's-Kay, the Stairs there declared no lawful Place for ſhipping and landing of Goods and Merchandize.

Lyon-Kay.

Botolph-Wharf.

Haman's-Kay.

Gaunt's-Kay, the Stairs on the Eaſt Side declared

clared unlawful for ſhipping or landing of any Goods, *&c.*

Cock's-Kay, one other Place betwixt *Cock's-Kay*, and *Freſh-Wharf*, called Part of *Freſh-Wharf*, the Stairs are declared to be unlawful for ſhipping or landing of any Goods, *&c.*

Freſh-Wharf.

Billingſgate, to be a common open Place, for the landing or bringing in of Fiſh, Salt, Victuals, or Fuel of all Sorts, and all native Materials for building, and for Fruits, (all Manner of Grocery excepted) and for carrying out the ſame, and for no other Wares or Merchandize.

Bridge-Houſe in *Southwark*, is only allowed for landing of any Kind of Corn for the City of *London*, and not upon any private or particular Perſon's Account.

Theſe are the Places for landing and loading, and the Time appointed for doing it, was ſettled by 1 *Eliz.* Cap 11. S. 2. to be only in the Day-Time, *viz.* from the firſt of *March* till the laſt of *September*, betwixt the Sun-Riſing and Sun-Setting, and from the laſt of *September*, until the firſt of *March*, between Seven in the Morning and four in the Afternoon, and upon a lawful Kay.

But by the 13th *Rule of the Book of Rates*, the Merchants in *London* are allowed to unlade their Goods at any of the lawful Kays and Places for landing Goods, between the *Tower of London* and *London-Bridge*, between the Sun-Riſing and Sun-Setting, from the 10th of *September* to the 10th of *March*, and between the Hours of *ſix* of the Clock in the Morning, and *ſix* in the Evening, from the 10th of *March* to the 10th of *September*, giving Notice to the proper Officers appointed to attend the lading and unlading of Goods; and ſuch Officers as ſhall refuſe, upon due Calling, to be preſent, ſhall forfeit for every Default, 5*l.*

It may be lawful for any Perſon to ſhip or lade into any Ship or Veſſel, on the River of *Thames*, bound over Seas, Horſes, Coals, Beer, ordinary Stones for building, Fiſh taken by any of his Majeſty's Subjects, Corn or Grain, the Duties being paid, and Cockets, and other lawful Warrants, duly paſſed for the ſame.

So likewiſe Deal Boards, Balks, and all Sorts of Maſts, and great Timber, may be unſhipped and laid on Land, at any Place between *Limehouſe* and *Weſtminſter*, the Owner firſt paying or compounding for the Cuſtoms, and declaring at what Place they will land them before he unſhips them, and upon Licence had, and in the Preſence of an Officer, they may unlade them; otherwiſe they incur a Forfeiture.

Every Merchant making an Entry of Goods, either inwards or outwards, ſhall be diſpatched in ſuch Order as he cometh; and if any Officer or his Clerk ſhall, either for Favour or Reward, put any Merchant or his Servant, duly attending and making his Entries as aforeſaid, by his Turn, to draw any other Reward or Gratuity from him than is limited in the Act of *Tonnage* and *Poundage*, and the general Books of Values, if the Maſter-Officer be found faulty herein, he ſhall upon Complaint to the chief Officers of the Cuſtomhouſe, be ſtrictly admoniſhed of his Duty; but if the Clerk be found faulty therein, he ſhall upon Complaint to the ſaid chief Officers, be preſently diſcharged of his Service, and not permitted to ſit any more in the Cuſtomhouſe.

Every Merchant ſhall have Liberty to break Bulk in any Port, and to pay Cuſtom for no more than he ſhall enter and land, provided that the Maſter of ſuch Ship make Declaration upon Oath, before two principal Officers of the Port, of the Content of his Lading; and ſhall declare upon Oath, before the Cuſtomer, Collector, Comptroller, or Surveyor, or two of them, at the next Port where his Ship ſhall arrive, the Quantity and Quality of the Goods landed at the other Port, and to whom they did belong.

The Officers who ſit above in the Cuſtomhouſe of *London*, ſhall attend their ſeveral Places from nine to twelve in the Forenoon, and one Officer or Clerk ſhall attend with the Book in the Afternoon, during ſuch Time as the Officers are appointed to wait at the Water-ſide: All other the Officers of the Out-Ports ſhall attend every Day in the Cuſtomhouſe, between the Hours of nine and twelve in the Morning, and two and four in the Afternoon.

The Officers of *Graveſend*, having Power to viſit any Ship outward bound, ſhall not without juſt Cauſe detain her, under Colour of Searching, above three Tides, under Pain of Loſs of their Office, and rendering Damage to the Merchant and Owner of the Ship. And the Officer in any of the Out-Ports ſhall not without juſt Cauſe detain any ſuch Ship above one Tide, after the Ship is fully laden and ready to ſail, under Pain of Loſs of Office, and rendering Damage.

Of Entries Outwards.

When the Goods you intend to export are made up

up in the Packages you think proper, whether in Bales, Bags, Boxes, Caſes, or in any other Manner, you muſt carry the true Contents to the Cuſtomhouſe, by a Bill of Entry like the following one, *viz.*

In the Mary, Joſeph Thomas, *for* Liſbon.
T. S.

T. S. Two Caſes of Hats, *viz.*
N°. 1 qt. 90 Dozen.
2 —— 18

Caſes 2 208 Dozen.

T. S. Two Trunks of Stockings,
N°. 1 qt. 82 Dozen.
2 —— 32

Trunks 2 114 Dozen.

Of theſe Bills you muſt write ſeven, and act with them as directed for the Bills Inwards; and on having ſatisfied the Cuſtoms, you will have a ſmall Piece of Parchment called a Cocket, which teſtifies your Payment thereof and all Duties for ſuch Goods; and having marked and numbered your Goods, you endorſe the ſame on the Back of the Cocket and of your ſhipping Bill, mentioning the true Contents of each Bale, *&c.* This Cocket and ſhipping Bill you muſt give to the Searcher with his Fee; and after paying the Wharfage and Porterage of your Goods, you may ſhip them off; and take Care that you remind the Perſon who carries them on board, to bring you the Mate's Receipt for them, which you deliver to the Captain when he ſigns your Bills of Loading.

The Form of a COCKET.

Ind. or *Indigenus*, ſignifies Natural born.

KNOW ye, that *T. S. Ind.* for 108 Dozen of Hats, and 114 Dozen of Stockings, in the *Mary, Joſeph Thomas*, Maſter, for *Liſbon*, paid all Duties. Dated *Auguſt* 30, 1751.

On the Back of the Cocket write the Marks, Numbers, and alſo the Quantity of the Goods contained in the Cocket: Thus

	N°. 1	1 Caſe qt. 90 Dozen of Hats.
T. S.	2	1 Caſe qt. 18 Dozen of Hats.
	1	1 Trunk qt. 82 Dozen of Hoſe.
	2	1 Trunk qt. 32 Dozen of Hoſe.

If ſeveral Sorts of Goods are exported at once, of which ſome are free, and others pay Cuſtoms, the Exporter muſt have two Cockets, and therefore muſt make two Entries, one for the Goods that pay, and the other for thoſe that do not pay, Cuſtom.

But to export Goods by Certificate, which muſt be foreign Goods formerly imported, and on which a Part of the Cuſtoms paid on Importation are drawn back, provided they are exported in the Time limited by Act of Parliament, it is not ſufficient only to mention the Marks, Numbers, and Contents, as commonly practiſed in the Entries outwards, but alſo the Name of the Ship in which the Goods were imported, the Importer's Name, and Time of Entry inwards; and make Oath, that the Entries for thoſe Goods were paid, or ſecured to be paid as the Law directs: After you have made an Entry in this Manner, you are to carry it to the Collector and Comptroller, or their Deputies, who after examining their Books, will grant a Warrant (a Specimen of which is here annexed) which muſt be given to the Surveyor, Searcher, and Landwaiter, for them to certify the Quantity of Goods; after which the Certificate muſt be brought back to the Collector and Comptroller, or their Deputies, and Oath made, that the ſaid Goods are really ſhipped, and not landed again in any Part of *Great-Britain*. This done, they ſet down in Words at length on the Back of the Debenture, and then in Figures on the ſame Side, the Sum in each particular Part of the Duties, and ſubſcribe jointly to the whole. By Virtue of this Debenture, the Exporter may, in one Month after the Ship's Departure from *Great-Britain*, demand his Drawback; and if the Collector has not Money in his Hands to pay the Debenture, he is to certify the ſame on the Back of the Debenture, that the Exporter may have Recourſe to the Commiſſioners, who are then to pay him. Suppoſe that *H. V.* Merchant of *London*, exports 23 Dozen of Napkins, Holland's making, and 232 Ells of Holland, which he imported before from *Amſterdam*; he makes his Entry in the following Manner, *viz.*

London, May 7, 1751.

In the Goodfellow, Samuel Johnſon, *for* Barbadoes.
H. V.

H. V. one Box containing twenty-three dozen of Napkins, Holland's making; and one Bundle, containing two hundred thirty-two Ells of Holland, reported the 20th of *April* laſt, in the *Dragon*, of *London*, *Samuel King*, Maſter, from *Amſterdam*, the Old Subſidy, New Subſidy, Third Subſidy, and additional

additional Duty, paid by the ſaid *H. V.* the 20th of *April* laſt.

H. V.

The Collector and Comptroller, or their Deputies, give a Warrant of the ſame Tenor, ſigned by them, and directed to the Surveyor and Landwaiter; after which you have a Cocket after the following Manner.

London,

KNOW ye, that H. V. *Merchant, for twenty-three Dozen Napkins, Holland's making, and two hundred thirty-two Ells of Holland, paid all the Duties inwards the* 20*th of* April *laſt, out of the* Dragon, of *London*, Samuel King, *Maſter, from* Amſterdam, *late unladen, and now in the* Goodfellow, *of* London, Samuel Johnſon, *Maſter, for* Barbadoes. *Dated the* 7*th of* May, 1751.

A. R. Collector.
C. D. Comptroller.

And on the Back of the Cocket is endorſed as follows; the Contents of the Goods ſhipped, two hundred and thirty-two Ells of Holland, twenty-three Dozen Napkins, Holland's making.

E. V. Surveyor.
A. L. Searcher.

The DEBENTURE *runs in the ſubſequent Form.*

H. V. Ind. did enter with us, the 20th of *April* laſt, in the *Dragon*, of *London*, *Samuel King*, Maſter, from *Amſterdam*, twenty-three Dozen Napkins, Holland's making, and two hundred thirty-two Ells of Holland; the Old Subſidy, New Subſidy, Third Subſidy, and additional Duty, being paid inwards, by *H. V.* Merchant, the 20th of *April*, 1751, as doth appear by the Certificate of the Collector inwards; and for further Manifeſtation of his juſt Dealing herein, he hath alſo taken Oath before us for the ſame. *Cuſtomhouſe London*, the Day and Year above written.

A. R. Collector.
C. D. Comptroller.

Jurat. H. V. that the two hundred and thirty-two Ells, and twenty-three Dozen Napkins abovementioned in this Certificate, were really ſhipped, and have not been ſince landed, nor are intended to be relanded, in any Port, or Creek in *Great-Britain*. The 7th of *May*, 1751.

H. V.

A. R. Collector.
C. D. Comptroller.

The twenty-three Dozen Napkins, and two hundred thirty-two Ells of Holland, were ſhipped off at *Dice Kay*, *May* 7th, 1751.

E. V. Surveyor.
A. L. Searcher.
I. K. Landwaiter.

On the other Side it is wrote thus,

	l.	*s.*	*d.*
One Moiety of the old Subſidy, two Pounds ſeven Shillings and two Pence Farthing	2	7	2¼
New Subſidy, four Pounds fourteen Shillings and four Pence three Farthings	4	14	4¾
The Third Subſidy, one Pound eleven Shillings and five Pence Halfpenny	1	11	5½
Additional Duty, two Pounds ſeven Shillings and two Pence Halfpenny	2	7	2½
	11	0	3

When the Money is received on this Debenture, a Receipt may be given in the following Form, *viz.*

RECeived, June *the* 12*th*, 1751, *of the honourable the Commiſſioners of his Majeſty's Cuſtoms, by the Hands of* A. R. *Collector, the Sum of eleven Pounds, and three Pence, for the above Debenture.*

per H. V.

Concerning Bounty Money on Exports, &c.

This is given by the Government to encourage an Exportation of our native Commodities, when the Quantity exceeds the Home-Conſumption, and conſequently the Prices are ſo reduced, as to render the Proprietors great Sufferers, either from the Periſhableneſs of the Commodities, or from their Incapacity to ſupport the Delay of a riſing Market; in Conſideration whereof, Proviſion has been made for their Relief by ſeveral Acts of Parliament, in granting a Bounty on the exporting various Sorts of Goods when they

they are under the Prices limited therein, and a ſimilar Encouragement has been given for the Importation here of ſome of the Manufactures of our own Plantations abroad, but not to multiply Examples, I ſhall only give one on the carrying out of Corn.

On ſhipping this Commodity, Care ſhould be taken that the Ship be a *Britiſh* Bottom, and navigated according to Law; and previous to ſending it abroad, a Sufferance muſt be required from the Collector and Comptroller at the loading Port, for as many Quarters as are intended to be ſhipped, which Sufferance is directed to the Surveyor and Landwaiter (and where there are no ſuch Officers, the Collector or principal Officer muſt attend) and when ſatisfied of the Quantity ſhipped off, muſt endorſe on the Back of the Sufferance, the Quantity and Name of the Corn ſo ſhipped. This done, a Certificate muſt be brought under the Shipper's Hand, that the Corn ſo exported does not exceed the Price ſettled by Statute; after this, Bond is to be given, that the Corn ſo ſhipped, ſhall not be landed in any Part of *Great-Britain*, but in ſome Part beyond the Seas; and ſome Time after the Ship's Sailing, the Debenture is made out.

Care ſhould be taken to procure a Certificate under the Hands and Seals of two *Britiſh* Merchants (or rather the Conſul's, if any reſiding where the Corn is landed) of the Corn's being landed, for in Neglect thereof the Bond will be proſecuted, and the Shipper obliged to repay the Bounty-Money.

Equal Care ſhould be taken of Coaſt-Bonds given to diſcharge the Ship's Lading in ſome Part of *Great-Britain*, that there be a Certificate returned from the Cuſtomhouſe, where the ſaid Goods are landed, in order to be tacked to your Bond, to be returned along with it to the Exchequer; as the Want of ſuch a Certificate expoſes the Merchant to a Suit at Law. The moſt neceſſary Examples of the Buſineſs of exporting Corn are as follows:

The Sufferance.

In the Sea-Horſe *of* Harwich, William Tims, *for* Dublin.

I. G.

Two hundred and forty Quarters of Wheat, to be ſhipped, but not exported till further Orders.

To the Surveyor, Searcher, and Land-waiter.

A. R. Collector.
C. D. Comptroller.

On the Back is to be endorſed, by the Surveyor and Landwaiter, the Quantity ſhipped off, *viz.*

In Bulk ——— 215 Quarters of Wheat, *Wincheſter* Meaſure.

E. V. Surveyor.
I. K. Landwaiter.

The Entry *and* Certificate.

London, June 19, 1751.

In the Sea-Horſe, *of* Harwich, William Tims, *for* Dublin.

I. G.

Two hundred fifteen Quarters of Wheat, *Wincheſter* Meaſure, *Britiſh* Growth, Cuſtom free.

Theſe are to certify, that I. G. *Merchant of* London, *hath ſhipped two hundred and fifteen Quarters of Wheat, on board the abovementioned Ship for* Dublin, *and that the Price of the Wheat of the Meaſure aforeſaid, in the Port of* London, *the laſt Market-Day, did not exceed forty-eight Shillings* per *Quarter.*

I. G.

Jurat. I. G. and *P. B.* that the Contents of the abovementioned Certificate are true.

I. G.
P. B.

Note, There muſt always be one joined with the Exporter in giving Bond and making Oath for exporting Corn.

The Warrant.

In the Sea-Horſe, *of* Harwich, William Tims, *for* Dublin.

I. G.

Two hundred fifteen Quarters of Wheat, *Wincheſter* Meaſure.

To the Surveyor and Searcher.

The Debenture.

London.

THESE are to certify, that I. G. *Merchant,* Ind. *did on the* 19th *Day of* June, 1751. *enter, and have ſhipped for* Dublin, *in the* Sea-Horſe, *whereof* William Tims, *Maſter, and two-thirds of the Mariners are his Majeſty's Subjects, two hundred fifteen Quarters Wheat,* Wincheſter *Meaſure; and that the Price of the Wheat of the Meaſure aforeſaid, in the Port of*

of London, *laſt Market-Day, did not exceed forty-eight Shillings* per *Quarter. Witneſs my Hand this 19th Day of* June, 1751.

I. G.

Jurat. I. G. That the Contents of the abovesaid Certificate are true. *I. G.*

Bond is taken in the Penalty of one hundred Pounds, that the Corn abovementioned (the Danger of the Seas excepted) ſhall be exported into Parts beyond the Sea, and not be again landed in *Great-Britain.*

A. R. Collector.
C D. Comptroller.

The two hundred and fifteen Quarters of Wheat abovementioned were ſhipped off at *Bear-Kay*, the 19th Day of *June*, 1751.

E. V. Surveyor.
I. K. Searcher.

The Veſſel abovementioned is a *Britiſh* Ship, the Maſter and two-thirds of the Mariners are his Majeſty's Subjects.

E. V. Surveyor.

Upon the Back of the Debenture is written as follows, viz.

The Money to be paid for the Corn within mentioned, purſuant to the Acts of Parliament for encouraging the Exportation of Corn, amounts to fifty-three Pounds fifteen Shillings 53*l.* 15 0

Jurat. I. G. That all the Corn within mentioned, certified to be ſhipped, for Quantity and Quality, is really and truly exported to Parts beyond the Seas, and not again landed, nor intended to be relanded in any Part of *Great-Britain. Cuſtomhouſe London, June* 19, 1751.

I. G.

A. R. Collector.
C. D. Comptroller.

If the Collector has not Money ariſing from that Branch of the Cuſtom ſufficient to pay it, he writes thus:

Theſe are to certify the honourable Commiſſioners of his Majeſty's Cuſtoms, in London, *that I have not Money enough in my Hands ariſing from the Cuſtoms, ſufficient to pay the within Debentures.*

A. R. Collector.

Bills at Sight or View.

The Goods are to be landed at the moſt convenient Kays or Wharfs, where the Cuſtomer, or Collector, or Comptroller, ſhall appoint; and there, or in his Majeſty's Warehouſes, to be meaſured, weighed, and numbered by the proper Officers, who are to perfect the Entry, and thereto ſubſcribe their Names; and the next Day following, give an Account, and make Report of the ſaid Entry ſo perfected, to the Collector, *&c.* 14 *Car.* II. Cap. 11. S. 21.

The Report of the Examination of the Goods muſt be made on the Back of the Bill of Sight after this Manner, *viz.*

(Suppoſe the Entry of Eaſt-India *Cotton-Yarn)*

Landed by Virtue, and in *full (if all the Goods are taken away, if not, then* in part) of this *Sight*, ten Bales, containing three thouſand and twenty-eight Pounds of *Eaſt-India* Cotton Yarn.

Certified the 29th of *November*, 1751.

A. B., *B. C.* } Surveyors. *C. D.*, *D. E.* } Landwaiters.

Concerning Sufferances for Baggage.

Paſſengers Baggage, containing their Wearing-Apparel, *&c.* are permitted to be landed by a particular Sufferance directed to the Surveyors and Landwaiters appointed to the Ship, who, after Examination, are, on the Back thereof, to return a particular Account of each Paſſenger's Baggage to the Commiſſioners in the Port of *London*, and to the Collector in an Out-Port, who will order ſuch Part as appears to be worn, to be delivered without Entry, provided they are not made of Goods prohibited to be worn in this Kingdom; but ſuch Clothes or ſmall Parcels, *&c.* as have not been worn, and are cuſtomable, will be ordered to be entered, and thoſe that are prohibited, to be proſecuted.

Suppoſe a Sufferance for

3 Trunks,
1 Box,
2 Portmanteaus, } containing wearing Apparel, Linen, and Woollen.

The

The Examination to be endorſed on the Back of the Sufferance; thus:

27 *June*, 1751.

Examined, 3 Trunks, 1 Box, 2 Portmanteaus, containing 4 Suits of old wearing Apparel, 16 Shirts much worn, Papers and Books of Accounts, 20 Pounds of printed *Dutch* bound Books, 1 *India* Damaſk Nightgown, 2 Pounds of Tea, 3 Pounds of Chocolate, 2 Remnants containing 20 Ells plain *Holland*'s Linen, under 1¾ Ell-wide.

A. B. Surveyor.

C. D., *D. E.* } Landwaiters.

The Bound Books and Linen to be entered; the Nightgown, Tea, and Chocolate to be proſecuted and the reſt delivered.

F. G., *G. H.*, *H. I.*, *I. K.* } Commiſſioners.

The whole Proceeding to be entered in the Landwaiter's Books, with the Date of the Order for the Delivery, *&c.*

And (to finiſh this Subject) when the Landwaiters to each Ship have made true Entries of the Delivery of all Goods in their Books, and perfectly adjuſted them, they are, before they deliver them to the Jerquer (or Surveyor, in thoſe Parts where there is no Jerquer) to certify the ſame under their Hands, after the Entry of the laſt Article, thus;

This Ship is regularly diſcharged, and all Poſt-Entries duly made.

A. B. Landwaiter.

The Fees and Allowances that are *due* and *payable* to the Officers of his Majeſty's Cuſtoms and Subſidies in the Port of *London*, *&c.* are as follows.

For the Officers of the Petty Cuſtoms Outwards.

	Cuſtomer.	Comptroller.	Surveyor.	Survey. Gen.
	s. d.	s. d.	s. d.	s. d.
For a Cloth Cocket by *Engliſh* Freemen of *London*	0 6	0 4	0 4	0 4
For a Stranger's Cocket, or Unfreemen	0 8	0 6	0 6	0 6
For a Cloth Certificate, by Strangers, or *Engliſh*, to paſs according to the old Rate	0 8	0 4	0 4	0 4
For a Ship's Entry croſſing the Seas	0 4	0 4	0 4	0 4
For a Ship's Entry to the *Streights*, or *Canaries*, or *Weſtern* Iſlands	1 0	1 0	1 0	1 0
For clearing of Ships, and examining the Books	1 0	0 6	0 6	0 6
For every Indorſement	0 4			
For making a Bond to the King's Uſe	0 6			
For every Entry in the Certificate Book	0 2			
To the Cuſtomer's Clerks for a Cloth Cocket or Certificate	0 6	0 2	0 2	0 2
For a Ship's Entry croſſing the Seas	0 4			

Subſidy Outwards.

	Collector.	Comptroller.	Surveyor.	Survey Gen.
	s. d.	s. d.	s. d.	s. d.
For every Ship's Entry within the *Levant*, or beyond the *Streights* Mouth	1 0	1 0	1 0	1 0
For every Ship's Entry, going to any other foreign Parts	0 4	0 4	0 4	0 4
For every Ship's Entry going to the Out-Ports	0 2	0 1	0 1	0 1
For clearing of every Ship, paſſing to foreign Parts, and examining the Contents of the Ship	1 0	0 6	0 6	0 6
For every *Engliſh* Cocket, by Freemen	0 8	0 4	0 4	0 4
For every Stranger's Cocket, or Unfreemen of *London*	1 0	0 6	0 6	0 6
For making every Certificate Cocket, as well *Engliſh* as Strangers, for Goods which paid Subſidies *Inwards*, and pay no Subſidy *Outwards*	0 8	0 4	0 4	0 4
For every Certificate upon Warrant, from his Majeſty, or the				

 Lords

	s. d.	s. d.	s. d.	s. d.
Lords of the Treaſury, paying no Duties	1 6	0 8	0 8	0 8
For Indorſement of Warrants, and Licences	0 4	0 4		
For Foaring Bill, Licencing ſuch as bring in Victuals, to carry out ſome Beer, as by Store	0 6	0 6	0 6	0 6
Coaſt Sufferances, are to be given without Fees				
For every Coaſt Cocket outwards, and entering in his Majeſty's Books, for a whole Ship, or Veſſel, paſſing into the open Sea	1 0	0 8	0 8	0 8
For a Bond for the ſame	0 6			
For diſcharging the ſame Bond; filing the Certificate to the ſaid Bond		0 4		
For making every Certificate of Return	1 0	0 2	0 2	0 2
For making, entering, and keeping an Account of every Debenture, for repaying of half the Subſidy, or other Sums of Money	1 0	0 4	0 4	0 4
For making and entering a *Tranſire*, or *Let Paſs*, from Port to Port, in *England*, *Wales* or *Berwick*	0 4	0 2		
To the Clerks for Cocket, by *Engliſh* or others	0 4	0 2	0 2	0 2
For a Ship's Entry croſſing the Seas	0 4			
To the Clerk of the Coaſt Cockets, for making a Bill, or Ticket, to the Lord Mayor, for Corn, Victuals, or other Proviſions	0 4			

Petty Cuſtoms Inwards.

	Cuſtomer.	Comptroller.	Surveyor.	Survey. Gen.
	s. d.	s. d.	s. d.	s. d.
For every Stranger's Warrant	0 2	0 2	0 2	0 2
For taking every Bond	0 6			
For every Bill at Sight	1 0			
For diſcharging every Bond		0 6		
For every great Employment, to employ the Proceed of Goods		0 6	1 0	1 0

Subſidy Inwards.

	Collector.	Comptroller.	Surveyor.	Survey. Gen.
	s. d.	s. d.	s. d.	s. d.
For every Warrant by *Engliſh* Freemen of *London*	0 4	0 4	0 4	0 4
For every Warrant for Strangers, or Unfreemen	0 6	0 6	0 6	0 6
To the Clerk for making the Shipper's Entry	1 0			
For making a Bond to his Majeſty's Uſe	0 6			
For every Oath adminiſtered by the Collector	0 2			
For a Shipper's Entry, with the particular Content, *viz.*				
From the *Eaſt Indies*	2 6			
Ditto from the *Streights*	2 6			
Ditto from *Spain*, *Portugal*, and the *Weſt Indies*, or *Engliſh* Plantations	2 0			
Ditto from *Dunkirk*, or *France*	1 0			
Ditto from *Flanders*, *Holland*, *Ireland*, or any *Eaſtern* or *Northern* Parts	1 0			
For every Ship, or Veſſel, leſs than twenty Ton	0 8			
For every Stranger's Ship, Entry to pay double Fees				
For every Certificate of foreign Goods imported, to be ſhipped out free of Subſidy, Eighteen Pence, which is underſtood, Six-pence for the Search, (although ſeveral Ships) and Twelve-pence for the Certificate	1 6			
If the Goods be under the Value of Twenty Pounds, according to the Book of Rates, the Merchant is to pay the Certificate, in all but	0 6			
For examining, and comparing every Debenture with the original Certificate	0 4			
For a Certificate of foreign Goods, coming from any of the Out-Ports to *London*, or from any other Port, within this Nation	0 6	0 2	0 2	0 2

For

	s. d.	s. d.	s. d.	s. d.
For Goods ſent by Sea, by the Importer thereof, to any of the Out-Ports from *London*	0 6	0 2	0 2	0 2
For caſting up the Sum, and keeping an Account of every Debenture, and paying the Money	0 8			

For every Bale, Pack, Truſs, Cheſt, Caſe, or other Package, brought into the King's Warehouſe; to be allowed to the Officer, when the Merchant is ſhort entered above five Shillings, to be paid to the proper Officer, Two Pence

Great Customs.

	Cuſtomer. s. d.	Comptroller. s. d.
For Cocket for Calve Skins	2 0	1 0
For a Coaſt Cocket outwards, of Wools, Woolfels, Leather, Skins, and Hides	2 0	1 0
For a Bond to his Majeſty's Uſe	1 0	
For filing the Return	0 6	
For a Return, and Diſcharge Outwards	2 4	1 0

Fees *to be paid to the Clerks, concerning ſeveral Officers, as well Inwards, as Outwards.*

	Cuſtomer. s. d.	Comptroller. s. d.	Surveyor. s. d.
For every Bill of Portage	0 6	0 3	3 0
For a Second, or Parcel Cocket Outwards	0 2	0 2	0 2

To the King's Waiters *received in the Cuſtom-Houſe above Stairs.*

	s. d.
For every *Engliſhman*'s foreign Goods, or Merchandizes of what Nature ſoever, paying Cuſtoms, or Subſidy, Inwards in the Port of *London*, or coming thither from any Place, or Port by Cocket	1 0
For every Stranger's foreign Goods in like manner, paying Cuſtom, or Subſidy, Inwards in the ſame Port, or coming thither by Cocket	1 6
For certifying every Cocket of *Engliſh* Goods, brought up to *London*	0 6

To the ſaid King's Waiters *and others attending, received at the Water-ſide, to be divided as formerly.*

	s. d.
For a Bill of Store, or Portage, for any thing above Ten Shillings Cuſtoms	1 0
For a Bill of Sight, Bill of Sufferance, or any other imperfect Warrant	1 0
For Wools, Woolfels, Leather, Hides, and prohibited Goods, from the Outports by Cocket	1 0

Regiſter of the King's Warrants.

For every *Engliſh* Warrant for Goods Inwards	0 2
For every Stranger's Warrant	0 4
For every Foreign Certificate	0 4

For all Goods not paying Twenty Shillings Cuſtom, whether in or out, there ſhall be but half Fees taken, whether for Warrants, Cocket, Tranſires, Debentures, or Certificates.

To the Uſher of the Cuſtomhouſe.

For every Oath adminiſtered by the King's Officers outwards	0 2

The Fees of the chief Searcher, and his Majeſty's five Under-Searchers in the Port of *London.*

Between the Chief Searcher, and five Under-ſearchers.

For every Ship that paſſeth into *Spain*, *Portugal*, the *Streights*, *Weſt-Indies*, *Guiney*, or the *Weſtern* Iſlands	6 0
For every Ship that paſſeth to the *Eaſt-Indies*	10 0
All other *Engliſh* Ships into foreign Parts	4 0
For every Stranger's Ship, or Bottom	6 8

Duties of his Majeſty's five Under-Searchers that attend at London.

Engliſh and Aliens.

For every Certificate for ſhipping out Goods, formerly imported	2 0
But if the half Subſidy to be received, amounts but to Forty Shillings, then	1 0

To be paid by Engliſh *and* Aliens *for Goods that pay Subſidy, and paſs out by Cocket or Warrant.*

	s.	d.
Pipe, Puncheon, or Butt	0	4
Hogſhead, or Bag	0	2
Tin, the Block, or Barrel	0	1
Beer eager, Wood of all Sorts, Copperas, Allum and ſuch groſs Goods, *per* Ton	0	4
Corn the Laſt, Sea Coal the Chaldron, Beer the Ton	0	2
Lead the Fodder	0	2
The Maund, Fat, or Pack	0	6
The Bundle, Bale, Cheſt, or Caſe	0	3
Raiſins or Figs, the 20 Frails, or Barrels	0	3
Butter, and ſuch Goods, the Barrel	0	2
For every Coaſt Certificate or Cocket	1	0
Tranſires for the Coaſt, free		
For every Horſe, Mare, or Gelding	1	0
For certifying every Debenture for receiving back half Subſidy, *&c.*	0	6
For every Piece of Ordnance	1	0
For the Endorſement of every Cocket	1	0
For every Certificate out of their Books, of Goods loſt at Sea, taken by Pirates, or returned, whereby ſo much may be ſhipped Cuſtom free		
For every Bill of Sufferance, or Store, above ten Shillings in the Book of Rates	1	0
If under	0	6
The Fardle, or Truſs, by *Engliſh*, of 3 C wt. or upwards	0	6
Woollen Cloth, the Bale, not exceeding five Cloths, or 3 C. wt. Stuffs, Bays, or Says	0	3

Merchants Strangers, or ſuch as ſhip on Strangers Ships or Veſſels.

	s.	d.
The Fardle or Truſs	1	0
The Bale	0	6

The Fees *of the two Searchers at* Graveſend.

	s.	d.
For every Ship that paſſeth over the Seas for *Spain*, *Portugal*, *Streights*, the *Weſt-Indies*, *Guiney*, or the *Weſtern Iſlands*	6	0
For every Ship to the *Eaſt-Indies*	10	0
For all other Ships in foreign Parts	4	0
For every Stranger's Ship or Bottom	8	0
For every Ship having a Coaſt Cocket	0	4
For Paſſengers outwards, not being Merchants or Mariners	0	6

No Officer belonging to any Cuſtomhouſe, ſhall receive any other Fee than ſuch as ſhall be eſtabliſhed by the Commons in Parliament; if any Officer ſhall offend contrary to this Order, he ſhall forfeit his Office, and be incapable of any Office in the Cuſtomhouſe. *Sir* Harbottle Grimſtone's *Rules for the Advancement of Trade, &c. Art.* 24.

All Fees appointed to be paid to the Cuſtomer, Comptroller, Surveyor, or Surveyor-General in the Port of *London*, for any Cocket outwards, ſhall be paid in one Sum to that Officer from whom the Merchant is to have his Cocket above in the Cuſtomhouſe; and after the Merchant hath paid his Cuſtom and Subſidy, and other Duties above in the Cuſtomhouſe, he is to keep his own Cocket until he ſhall ſhip out his Goods, when he is to deliver the ſame to the Searcher, with the Mark and Number of his Goods. Ditto, Art. 25.

I ſhould now ſpeak of Wharfage and Lighterage, but as it is impoſſible to do it with any Certainty, I muſt wave it, leſt I lead my Readers into Miſtakes, by a pretended Aſcertaining what is ſo fluctuating and unfixed, as they have both undergone conſiderable Alterations in the late War; and being ſtill expoſed to freſh Mutations, and even at preſent vary, when executed by Wharfingers or Lightermen (the former performing it cheaper than the latter, when the Quantity of Goods is large) I have thought it more prudent to ſkip over an Article, in which any Directions I might be able to give would rather puzzle than inform; I ſhall therefore excuſe intruding farther on my Reader's Time, or increaſing his Expence, by writing what I cannot do with any Credit or Satisfaction, as all I can ſay on this Subject will not be worth his Regard; I ſhall therefore proceed to what I can give a ſomewhat better Account of, though not ſo good a one as I could wiſh.

Porters Rates, for Landing, &c. *of ſome Sorts of Goods.*

MERCHANTS employ that Company's Porters they beſt approve at the Kays, ſuch as Fiſhmongers, *&c.* whoſe Charges on the following Goods are, as is here expreſſed, and on all other Sorts in Proportion.

	Shipping. s. d.	Landing. s. d.	Loading. s. d.	Houſing. s. d.	Weighing. s. d.
Sugar the Hogſhead	0 3	0 3	0 3	0 3	0 4
Ditto the Tierce or Barrel	0 2	0 2	0 2	0 2	0 3
Ditto the Butt	0 6	0 6	0 6	0 6	0 8
Cotton Wool, the Bag	0 3	0 3	0 3	0 3	0 3
Ginger, the Bag	0 1	0 1	0 1	0 1	0 1
Molaſſes, the Hogſhead	0 3	0 3	0 3	0 3	0 4

	s. d.	s. d.	s. d.	s. d.	s. d.
Logwood, the Ton	1 0	1 0	1 0	1 0	1 0
Fuſtick, the Ton	1 0	1 0	1 0	1 0	1 0
Braziletto, the Ton	1 6	1 6	1 6	1 6	1 6
Young Fuſtick, the Ton	1 6	1 6	1 6	1 6	1 6
Lignum Rhodium, the Ton	1 6	1 6	1 6	1 6	1 6
Lignum Vitæ, the Ton	1 0	1 0	1 0	1 0	1 0
Tobacco, the Hogſhead	0 3	0 2	0 2	0 2	0 2
Ditto, the Bundle	0 1	0 1	0 1	0 1	0 1
Daniſh, or *Swediſh* Iron the Ton	1 0	1 0	1 0	1 0	1 0
Hemp, *Narva* and *Riga*, the Bundle	0 6	0 6	0 6	0 6	0 6

Of Carts and Carmen.

THESE being abſolutely neceſſary to the Merchant's Service, for the Tranſportation of his Goods in this great Metropolis, and being generally a Set of noiſy, inſolent, and abuſive Fellows, the City Magiſtracy has from Time to Time made ſeveral good Laws concerning them, in order to direct their Employers how to act in their Intercourſe with them; which I ſhall communicate to my Readers for their Government.

The Power of managing, ruling, and ordering the Carmen, is veſted by the City of *London* (purſuant to an Act of Parliament) in the Governors of *Chriſt's Hoſpital*, where any Merchant or other Perſon aggrieved, may apply and have Redreſs the *Tueſday* after Complaint made, when the Governors ſit in the Afternoon at the Compting-Houſe of the ſaid Hoſpital; and in Order to bring the Offender to Juſtice, the Number and Mark of his Cart muſt be taken, which is always ſtamped on a Piece of Braſs fixed on one of the Shafts, the Driver's working without it, ſubjects him to a Fine of 13*s.* 4*d.* for every Offence.

Every licenſed Cart is to contain in Length, between the Tug-hole and the Fore-Ear Breadth, ſix Feet and four Inches; and in Breadth between the two Raves in the Body of the Cart, four Feet of Aſſize, and no more; and in Length from the Fore-Ear Breadth to the End of the Cart, ſeven Feet and two Inches, and no more; otherwiſe to be ſent to the *New Stone Yard.*

If any Carman, or Drayman, put into his Cart or Dray any more than one Horſe, for the Carriage of any Merchandiſe (except up a Hill, or with Timber, Stone, or other Commodities where the Load cannot be divided) he ſhall pay for his firſt Offence ten Shillings, for his ſecond twenty Shillings, and for every other thirty Shillings; and the ſupernumerary Horſe to be impounded until Payment of the Penalty.

If any Carmen, or others, who drive a Cart, Dray, or Waggon, ſhall ride thereon, or drive his Horſes a Trot through, or in the Street, he ſhall be carried before a Juſtice of Peace, to be dealt with according to the Offence; and the Horſes or Mares ſhall be carried to the *New Stone Yard.* And if ſuch Carmen, *&c.* ſhall be taken, not leading the Horſe by his Head, he ſhall forfeit for every Offence two Shillings.

If any Carman ſhall refuſe to appear upon the Summons of the Preſident and Governors of *Chriſt's Hoſpital*, he ſhall be puniſhed at the Diſcretion of the ſaid Preſident and Governors, either by Fine, Penalty, or Suſpenſion.

All Carts and Carrs loaden, paſſing out of, and from *Thames Street*, ſhall from thence paſs and go up theſe Lanes and Places following, or ſome of them, and

and no other, *viz.* the Hill leading from *Tower-Dock* to the eaſt End of *Tower-Street*, *St. Dunſtan's-Hill*, *St. Mary-Hill*, *St. Martin's-Lane*, *Dowgate-Hill*, *Garlick-Hill*, *Breadſtreet-Hill*; and that no empty Carr or Cart, paſſing to the ſaid Street (other than ſuch as having been unladen in ſome of the Lanes or Places beforementioned, ſhall be occaſioned to paſs to the ſaid Street immediately after ſuch unloading) ſhall go down the Hills, Lanes, or Places laſt beforementioned: But the ſame ſhall be kept only for the Paſſing of Carrs or Carts loaden; but that as well the ſaid empty Carrs or Carts loaden, may paſs into, and from *Thames Street* through the ſeveral Lanes and Places hereafter mentioned, *viz. Fiſh Street Hill*, *Whittington Lane Hill*, and the *Wardrobe Hill*, except as is before limited. Alſo that all Carts laded, may go into the ſaid *Thames Street*, down all the Places as are moſt commodious for them. All which is to be obſerved, under the Penalty of the Carman's forfeiting for his firſt Offence five Shillings, and for every other Offence ten Shillings; as by Act of Seſſion the 20th of *October*, 1681.

And becauſe it is neceſſary that Merchants, and others that uſe Carrs or Carts, ſhould know were they ſtand when empty, the following will acquaint them where, and in what Number they are to be found.

From *Brewer's-Kay*, along *Thames Street*, to the firſt Cuſtomhouſe Gate, there are to ſtand	12 Carts.
From the Weſt Gate of the Cuſtomhouſe to *Porter's-Kay*	2
From *Porter's-Key* to *Little Bear-Kay*	3
From *Little Bear-Kay* to *Young's-Kay*	4
From *Young's-Kay* to *Ralph's-Kay*	3
From *Ralph's-Kay* to *Great Dice-Kay*	2
From *Great Dice-Kay* to *Smart's-Kay*	2
From *Little Somer's-Kay* to *Botolph-Wharf*	2
From *Botolph-Wharf* to *Cock's-Kay*	2
From *Cock's Kay* to *Freſh-Wharf*	2
From *Freſh-Wharf* to *St. Magnus* Corner	6
At *St. Dunſtan's Hill*	4
From *New Fiſh-ſtreet* to the *Steel-Yard*	16
From the *Steel-Yard* to the *Crooked-Billet Wharf*	20
From the *Crooked-Billet Wharf* to the *Black Swan*	12
From the *Black Swan* to *Brook's-Wharf*	12
From *Brook's-Wharf* to *Caſtle-Alley*	20
From *Paul's-Wharf* to *Puddle-Dock*	10
From *Vere's-Kay*, and all Places thereabouts that have Paſſage up to *Puddle-Dock-Hill*	20
At *Black-Fryars*	6
Bridewell	10
Carter-Lane	5
Saliſbury-Court	10
On the Eaſt Side of *Fleet-Ditch*	5
And on the Weſt Side thereof	5
At *White-Fryars*	5
At *Bridewell-Dock*	5
A little upon *Holbourn-Hill* weſtward	4
Eaſtward of *Holbourn*, between the *Bridge* and *King's-Arms*	2
Weſt-Smithfield, and about the Bars	5
Alderſgate	6
Bread-ſtreet	6
Friday-ſtreet	6
Aldermanbury	2
Silver-ſtreet	2
Baſinghall-ſtreet	2
Broad-ſtreet	4
Biſhopſgate without	6
Biſhopſgate within	8
St. Mary-Axe, and up *Cammomile-ſtreet*	6
Without *Aldgate* towards *White-Chapel*	10
Crutched-Friars	10
Croſs Lane, from *St. Dunſtan's Hill* to *Harp Lane*	6
Duke's-Place	6
Bury-ſtreet	4
Lawrence Pountney-Lane, and the Paſſage into *Suffolk Lane*	4
Dowgate Hill	6
Coleman-ſtreet	4
Philpot Lane	4
Botolph Lane	5
Harp Lane	6
Bear Lane	6
In *Fenchurch-ſtreet*, where the Church and Pump ſtood	4
Leadenhall-ſtreet, between the *Eaſt-India-Houſe* and Pump	3
Lime-ſtreet	2
And the Weigh-houſe Yard	1

And that all Carts ſtanding in *Thames-ſtreet* ſhall ſtand on the South Side only of the ſaid Street; and all this under the Penalty of forfeiting, for the firſt Offence, five Shillings, and for every other, ten Shillings; and for Non-payment to be ſuſpended from Working.

The following are ſome Rules and Laws concerning Carts and Carmen.

ANY Carman who ſtands with his empty Cart next to any Goods that are to be loaded, ſhall on

on the firſt Demand load the ſame without any Delay, or bargaining for other Wages than is appointed in the following Rules, *&c.* and if he ſhall refuſe to load, he ſhall pay, for his firſt Offence five Shillings, and for every other ten Shillings; and the next Cart in Order that ſhall be willing, ſhall be at Liberty to load the ſame.

And if any Perſon refuſe to pay the Rates following, the Carman on appealing to the Governors of *Chriſt's Hoſpital*, or to any Juſtice of the Peace, ſhall be relieved.

If any Merchant, or other Perſon, ſhall cauſe any Carman to ſtay with his loaden Cart above half an Hour before he unloads (the Carman being willing to help to unload the ſame) ſuch Merchant, or other Perſon, ſhall pay after the Rate of twelve Pence *per* Hour after the firſt Half Hour, for his Attendance.

All Merchants, or others that have Occaſion for Carts, are free to chuſe thoſe they think proper; except ſuch as ſtand for Wharf-Work, Tackle-Work, and Crane-Work; which are to ſtand in Order, and to be taken in Turn.

That no Carman come to any of the Wharfs or Places of keeping Turn between the *Bridge* and *Tower-Wharf*, before five or ſix o'Clock in the Morning in the Summer Time, or before ſeven or eight of the Clock in the Winter Time, unleſs a Merchant, or any other Perſon, have an extraordinary Occaſion to require to the contrary.

No Carman to carry above twenty hundred Weight at one Time of any Commodity whatſoever that may be divided; and for liquid Commodities, to carry no more than one Butt, or one Pipe, or three Hogſheads, or two Puncheons, in a Cart at one Time, upon Penalty of paying, for the firſt Offence, five Shillings, for the ſecond Offence, ten Shillings, and for the third Offence to be diſabled from working any Cart within the City of *London*, and Liberties thereof.

RATES *of* CARMEN, *ſettled at the General Quarter Seſſions of the Peace for the City of* London, *held at* Guildhall *the* 12*th of* October, *in the third Year of the Reign of King* William *and Queen* Mary, *viz.*

WHEREAS daily Complaints are made, by Merchants, and other Citizens and Inhabitants within the City of *London* and the Liberties thereof, of the exceſſive Rates demanded and received by Carmen, above what is reaſonable, and hath been limited and appointed for Carriages within this City and Liberties; and upon due Conſideration had, as well of former Times as of the preſent, wherein ſeveral Materials, of neceſſary and principal Uſe to the Carmen, are riſen, and conſequently require ſome Increaſe of Rates heretofore ſet for their Labour and Carriage: Now the ſaid Juſtices of the Peace here aſſembled, reſpecting the Times, and other Circumſtances neceſſary to be conſidered, do by Authority and Virtue of the Statute in this Caſe made and provided, order, limit, rate, and appoint, the Wages for Carmen within the City of *London*, and Liberty thereof, to be as hereafter followeth:

That all Carmen trading or working with Carts in the City of *London* and Liberties thereof, ſhall and may demand and take for every Carriage or Load of the Commodities undermentioned, the Rates hereafter following, and ſhall not exceed, upon Pain to be ſtrictly puniſhed and proceeded againſt for every Offence to the contrary, *viz.*

	s.	d.
From any of the Kays below Bridge, for a Pipe, or three Hogſheads to the *Old Swan*	1	6
From *Billingſgate* to *Queenhith*, for an old Wey of Salt	2	6
And for a new Wey of Salt	2	0
From any of the Wharfs between the *Tower* and *London-Bridge*, to *Tower-ſtreet*, *Gracechurch-ſtreet*, *Fenchurch-ſtreet*, *Biſhopſgate-ſtreet* within, *Cornhill*, and Places of the like Diſtance, up the Hill with 18 C. wt. not exceeding 20 C. wt.	2	2
And being above 20 C. wt. for each C.	0	2
Two Puncheons of Prunes, two Bales of Mather, twenty Barrels of Figs, two Fats of Fuſtians, ſix ordinary Sacks of Cotton Wool of *Smyrna*, and three *Cyprus* Bags, a Butt of Currants, a great Butt of Oils, three Cheſts of Sugar, eight Bags of Almonds, one Laſt of Flax, one Laſt of Hemp, and any other Goods not here named of the like Weight, for every Load	2	2
For Sea Coal, the Load or half Chaldron, or for a hundred of Faggots	1	2
And from any of the Wharfs aforeſaid, to *Broad-ſtreet*, *Lothbury*, *Old Jury*, *Baſinghall-ſtreet*, *Coleman-ſtreet*, *Ironmonger-lane*, *St. Lawrence-lane*, *Milk-ſtreet*, *Aldermanbury*, *Cheapſide*, *Wood-ſtreet*, *Friday-ſtreet*, *Bread-ſtreet*, and Places of the like Diſtances, to the like Weight of 18 C. not exceeding 20 C. for the Goods aforeſaid, and other Goods not herein named, of the like Weight, for every Load	2	6

And

s. d.

And being above 20 C. wt. for every C. 0 2

And for Sea Coal, the Load, or half Chaldron, or for one hundred Faggots 1 4

Alſo from any of the Wharfs aforeſaid, to *Smithfield-bars*, *Holbourn-bars*, *Temple-bar*, or any other Bars, on the North Side of the City, and Places of the like Diſtance up the Hill, with 18 C. wt. not exceeding 20 C. wt. the Load 3 4

And going beyond the ſaid Places, the Parties to agree with the Carman.

And from any of the Wharfs aforeſaid, to *Tower-ſtreet*, *Biſhopſgate-ſtreet* within, *Cornhill*, and other Places of like Diſtance up the Hill, with 14 C. wt. not exceeding 18 C. wt. 1 10

In which may be included;

Twenty Pieces of Raiſins, a Load of Raiſins of the Sun, ſix Bags of Pepper, ſix ordinary Bags of Gauls, ſix Bales and Barrels of Indigo, ſix Bales of Grogram Yarn, ſix Bales of *Turkey* Silk, five Hogſheads of Cloves, four Bales of Callicoe, three Hogſheads of Wine, two Cheſts of Sugar, or any other Goods of the like Weight, five Hogſheads of Tobacco, not exceeding 18 C. wt. 1 10

Alſo from any of the Wharfs aforeſaid, to *Broad-ſtreet*, *Lothbury*, *Old Jury*, *Baſſiſhaw*, *Coleman-ſtreet*, *Ironmonger-lane*, *St. Lawrence-lane*, *Milk-ſtreet*, *Aldermanbury*, *Cheapſide*, *Wood-ſtreet*, *Friday-ſtreet*, *Bread-ſtreet*, and Places of like Diſtance up the Hill, for any of the ſaid Goods, of the ſame Quantity and Weight, for every Load 2 0

Alſo from any of the Wharfs aforeſaid, to *Tower-ſtreet*, *Gracechurch-ſtreet*, *Fenchurch-ſtreet*, *Biſhopſgate-ſtreet* within, *Cornhill*, and other Places of the like Diſtance, up the Hill, with 8 C. wt. not exceeding 14 C. wt. 1 6

In which may be included;

All Butts and Pipes of Wine, or a Pipe of Oil, Packs of Canvas, two Hogſheads, or three Tierces, a Fat of Fuſtians, and all other Goods of the like Bulk and Weight, for every Load 6 6

Alſo from the Wharfs aforeſaid, to *Broad-ſtreet*, *Lothbury*, *Old Jury*, *Baſſiſhaw*, *Coleman-ſtreet*, *Ironmonger-lane*, *St. Lawrence-lane*, *Milk-ſtreet*, *Aldermanbury*, *Cheapſide*, *Wood-ſtreet*, *Friday-ſtreet*, and other Places of like Diſtance, for any other Goods of like Load or Weight, for every Load 1 8

Alſo from *London-Bridge* Foot, Weſtward to the *Old Swan*, *Cole Harbour*, the *Three Cranes*, *Queenhithe*, *Paul's Wharf*, *Puddle Wharf*, the *Warbrobe*, and all other Places, not exceeding the *Poultry*, *Cheapſide*, or *Newgate Market*, for 13 C. wt. not exceeding 18 C. wt 1 10

And for every Load of Sea Coal, of half a Chaldron, or one hundred Faggots 1 2

And from all other Wharfs and Places between *London-Bridge* and *Temple Bar*, to the ſame, and Places of the like Diſtance, for every Load of Coals of half a Chaldron, or an hundred Faggots 1 2

And to all Places Northward of the *Poultry*, *Cheapſide*, *Newgate Market*, *Holbourn-Bridge*, and *Fleet-ſtreet*, for 14 C. wt. not exceeding 18 C. wt. 2 2

And from *Tower-ſtreet*, *Gracechurch-ſtreet*, *Fenchurch-ſtreet*, *Biſhopſgate-ſtreet* within, *Cornhill*, and other Places of like Diſtance, for every Pack of twenty Clothes, for ſix Bales of Clothes, or Kerſeys, ſix Bales of Pepper, ſix Barrels of Indigo, five Hogſheads of Cloves, and for other Goods not herein mentioned, of like Weight, to the Water-ſide 1 4

And from *Broad-ſtreet*, *Lothbury*, *Old Jury*, *Baſſiſhaw*, *Coleman-ſtreet*, *Ironmonger-lane*, *Milk-ſtreet*, *St. Lawrence-lane*, *Aldermanbury*, *Cheapſide*, *Wood-ſtreet*, *Friday-ſtreet*, *Bread-ſtreet*, and other Places of like Diſtance, to the Water-ſide, for the like Weight 1 8

Provided, the Carmen for the Rates above, do help to load and unload their Carts.

And for Places of leſs Diſtance, the Parties hiring, and to be hired, are to make Agreement proportionable to the Rates beforementioned.

And if any Carman ſhall take for his Labour and Hire, above the Rates before limited and appointed, and the ſame be duly proved by the Teſtimony of one or more credible Witneſs or Witneſſes, before the Lord Mayor, or any two of his Majeſty's Juſtices of the Peace, or otherwiſe within the City of *London*, ſuch Carman ſhall ſuffer Impriſonment for the Space of twenty-one Days, without Bail or Mainprize, according to the Statute in that Behalf; and ſhall undergo ſuch farther Pains and Penalties, as by the Law may be inflicted for the ſaid Offence.

Of

Of Contracts, Bonds, and Promiſſary Notes.

A CONTRACT (in *Latin, Contractus)* is a Covenant, or Agreement between two or more Perſons, with a lawful Conſideration or Cauſes, as when a Man makes the Sale of any thing to another, for a Sum of Money, or covenants in Conſideration of Fifty Pounds, to make him a Leaſe of a Farm, *&c.* Theſe are good Contracts, becauſe there is a *Quid pro Quo*, or one Thing for another; but if a Perſon promiſes me Twenty Shillings, and that he will be Debtor to me for it, and after, when I demand the Completion of his Promiſe he refuſes me, I cannot have any Action for its Recovery, becauſe this Promiſe was no Contract, but a bare Promiſe, or *Nudum Pactum*, though if any Thing had been given for the Twenty Shillings, even to the Value of a Penny, then it had been a good Contract. Every Contract doth imply in itſelf, an *Aſſumpſit* in Law for its Performance; for a Contract would be to no Purpoſe, if there were not means to enforce the Performance thereof. *1 Lill. Abr.* 308.

Where an Action is brought upon a *Contract*, and the Plaintiff miſtakes the Sum agreed on, he will fail in his Action: But if he brings his Action on the Promiſe in Law, which ariſes from the Debt, then, although he miſtakes the Sum, he ſhall recover. *Aleyn.* 29.

There is a Diverſity, where a Day of Payment is limited on a *Contract*, and where not; for where it is limited, the *Contract* is good preſently, and an Action lies upon it, without Payment, but in the other, not; if a Man buys twenty Yards of Cloth, *&c.* the *Contract* is void if he do not pay the Money preſently; but if Day of Payment be given, there the Seller may have an Action for the Money, and the Buyer *Trover* for the Cloth. *Dyer* 30, 293.

If a Man *Contract* to buy a Horſe or any Thing elſe, but no Money is paid, or Earneſt given, nor a Day ſet for Payment thereof nor the Purchaſe is delivered; in theſe Caſes no Action will lie for the Money, or the Thing ſold, but it may be ſold to another. *Plowd.* 309, 128.

All Contracts are to be certain, perfect, and compleat: For an Agreement to give ſo much for a Thing, as it ſhall be reaſonably worth, is void for Uncertainty; ſo a Promiſe to pay Money in a ſhort Time, *&c.* or to give ſo much if he likes the Thing when he ſees it. *Dyer* 91. *1 Bul.* 92.

But if I contract with another to give him ten Pounds for ſuch a Thing, if I like it on ſeeing it, this Bargain is ſaid to be perfect at my Pleaſure, though I may not take the Thing before I have paid the Money; if I do the Seller may have Treſpaſs againſt me; and if he ſell it to another, I may bring Action of the Caſe againſt him. *Noy* 104.

If a Perſon agree with another to give ſo much for his Horſe as *A. B.* ſhall judge him to be worth; when he hath judged it, the *Contract* is compleat, and an Action will lie on it, and the Buyer ſhall have a reaſonable Time to demand the Judgment of *A. B.* but if he dies before his Judgment is given, the *Contract* is determined. *Perk. ſect.* 112, 114. *Shep. Abr.* 294.

In *Contracts*, the Time is to be regarded, in and from which the *Contract* is made: The Words ſhall be taken, in the common and uſual Senſe, as they are taken in that Place where ſpoken; and the Law doth not ſo much look upon the Form of Words, as on the Subſtance and Minds of the Parties therein. *5 Rep.* 83. *1 Bul.* 175.

A *Contract* for Goods may be made as well by Word of Mouth, as by Deed in Writing; and where it is in Writing only, not ſealed and delivered, it is the ſame as by Word; but if the *Contract* be by Writing, ſealed and delivered, and ſo turned into a Deed, then it is of another Nature, and in this Caſe generally the Action on the verbal *Contract* is gone, and ſome other Action lies for Breach thereof. *Plowd.* 130. 309. *Dyer* 90.

Contracts, not to be performed in a Year, are to be in Writing ſigned by the Party, *&c.* or no Action may be brought on them; but if no Day is ſet, or the Time is uncertain, they may be good without it. 29 *Car.* II. cap 3.

And by the ſame *Statute*, no *Contract* for the Sale of Goods, for ten Pounds, or upwards, ſhall be good, unleſs the Buyer receive Part of the Goods ſold, or gives ſomething in *Earneſt* to bind the *Contract*, or ſome Note thereof be made in Writing, ſigned by the Perſon charged with the *Contract*, *&c.*

Mod. Caſ. 249. If two Perſons come to a Draper, and one ſays, let this Man have ſo much Cloth, and I will ſee you paid, there the Sale is to the Undertaker only, though the Delivery is to another by his Appointment: But if a *Contract* be made with *A. B.* and the Vender ſcruples to let the Goods go without Money, and *C. D.* comes to him, and deſires him to let *A. B.* have the Goods, and undertakes that he ſhall pay him for them, that will be a Promiſe within in the *Stat.* 29. *Car.* II. and ought to be in Writing.

Contracts and Agreements, are in many Caſes, of the ſame Signification, as this latter in its *Latin* Derivation, *Agreementum*, or *Aggregatio Mentium*, ſeems to expreſs, ſignifying a joining together of two or more Minds, in any Thing done, or to be done; and

Bro. Obl. 67. Bonds, are Deeds, or obligatory Inſtruments in Writing, whereby one doth bind himſelf to another, to pay a Sum of Money, or do ſome other Act; as to make a Releaſe, ſurrender an Eſtate for quiet Enjoyment, to ſtand to an Award, ſave harmleſs, perform a Will, *&c.* It contains an Obligation with a Penalty: And a Condition, which expreſsly mentions what Money is to be paid, or other Thing to be performed, and the limited Time for the Performance thereof, for which the Obligation is peremptorily binding; it may be made on Parchment or Paper, though it is uſually on the latter, and be either in the firſt, or third Perſon; and the Condition may be either in the ſame Deed, or in another, and ſometimes it is included within, and ſometimes endorſed upon, the Obligation, though it is commonly at the Foot of it.

Moor 675. A *Memorandum* on the Back of a *Bond* may reſtrain the ſame, by way of Exception.

2 *Shep.* Abr. 477. A *Bond* may be made by any Words, in a Writing ſealed and delivered, wherein a Man doth declare himſelf, to have another Man's Money, or to be indebted to him, but the beſt Form of making it, is that which is moſt uſed.

3 *Leon.* c. 299. If a *Bond* be thus, *Know all Men by theſe Preſents, that I* A. B. *am bound to* C. D. *in the Sum of*, &c. *for Payment of which I give full Power to him to levy the ſame upon the Profits of ſuch Lands yearly, till it be paid:* In this Caſe, the *Obligee* may ſue upon the Obligation, or levy the Money according to the ſaid Clauſe.

Dyer 13. Where a *Bond* is made, *Obligo me*, *&c.* leaving out the Words, *Hæredes, Executores et Adminiſtratores*, this is good, and the Executors and Adminiſtrators ſhall be bound thereby.

Bro. Obl. 72. An Obligation made to one, to the Uſe of A. B. will be good for him in Equity.

11 Rep. 53. The Condition of a *Bond* muſt be to do a Thing lawful; wherefore *Bonds*, not to uſe Trades, till, or ſow Grounds, *&c.* are unlawful, as they are againſt the Publick Good, and the Liberty of a Freeman, and therefore void: And a Condition of a *Bond* to do any Act, *Malum in ſe*, as to kill a Perſon, *&c.* is void: So alſo *Bonds* made by Dureſs, by Infants, Feme Coverts, *&c.* And if a Woman through Threats, or Flattery, be prevailed upon to enter into a *Bond*, ſhe may be relieved in Chancery.

5 Rep. 119. If an Infant (that is a Perſon under Twenty-one Years of Age) ſeal a *Bond*, and be ſued thereon, he is not to plead, *non eſt factum*, but muſt avoid the *Bond* by Special Pleading, for this *Bond* is only voidable, and not in itſelf void.

10 Rep. 119. But if a *Bond* be made by a *Feme Covert*, ſhe may plead her Coverture, and conclude *non eſt factum*, *&c.* her *Bond* being void.

1 *Leon.* If a *Bond* depends upon ſome other Deed, and the Deed becomes void, the *Bond* is alſo void. A *Bond* made with Condition not to give Evidence againſt a Felon, *&c.* is void; but the Defendant muſt plead the ſpecial Matter.

1 *Lutw.* 667. Condition of a *Bond* to indemnify any Perſon from any Legal Proſecution, is againſt Law and void.

3 *Salk.* 75. And if a Sheriff takes a *Bond* as a Reward for doing of a Thing it is void.

10 Rep. 120. Conditions of *Bonds* are to be not only lawful, but poſſible; and when the Matter or Thing to be done, or not to be done by a Condition, is unlawful or impoſſible, or the Condition itſelf repugnant, inſenſible or uncertain, the Condition is void, and in ſome Caſes the Obligation alſo.

2 *Mod.* 285. But ſometimes an Obligation may be ſingle to pay the Money, where the Condition is impoſſible, repugnant, *&c.*

1 *Mod.* Rep. 265. If a Thing be poſſible at the Time of entering into the Bond, and afterwards becomes impoſſible by the Act of God, the Act of the Law, or of the *Obligee*, it is become void; as if a Man be bound to appear next Term, and dies before, the Obligation is

is ſaved. A Condition of a *Bond* was, that A. B. ſhould pay ſuch a Sum upon the 25th of *December*, or appear in *Hillary* Term after in the Court of B. R. he died after the 25th of *December*, and before *Hillary Term*, and had paid nothing: In this Caſe, the Condition was not broken for Non-payment, and the other Part is become impoſſible by the Act of God.

Dyer 51. And when a Condition is doubtful, it is always taken moſt favourably for the *Obligor*, and againſt the *Obligee*; but ſo as a reaſonable Conſtruction be made as near as can be, according to the Intention of the Parties.

1 *Brownl.* 53. If no Time is limited in a *Bond* for Payment of the Money, it is due preſently, and payable on Demand.

Jones 140. But the Judges have ſometimes appointed a convenient Time for Payment, having Regard to the Diſtance of Place, and the Time wherein the Thing may be performed; and if a Condition be made impoſſible, in reſpect to Time, as to make Payment of Money on the 30th of *February*, &c. it ſhall be paid preſently; and here the Obligation ſtands ſingle.

1 *Leon.* 101. Though if a Man be bound in a *Bond* with Condition to deliver ſo much Corn upon the 29th Day of *February* next following, and that Month hath then but twenty-eight Days, it has been held that the *Obligor* is not obliged to perform the Condition till there comes a Leap-Year.

2 *Bulſt.* 149. Where one is bound to do an Act to the *Obligee* himſelf, the doing it to a Stranger, by Appointment of the *Obligee*, will not be a Performance of the Condition.

1 Inſt. 210. *Litt.* 340. When no Place is mentioned for Performance of a Condition, the *Obligor* is obliged to find out the Perſon of the *Obligee*, if he be in *England*, and tender the Money, otherwiſe the Bond will be forfeited. But when a Place is appointed, he need ſeek no farther.

8 *E.* IV. And if where no Place is limited for Payment of Money due on a *Bond*, the *Obligor* at or after the Day of Payment, meets with the *Obligee*, and tenders him the Money, but he goes away to prevent it, the *Obligor* ſhall be excuſed.

Co. Litt. 208. The *Obligor*, or his Servant, *&c.* may tender the Money to ſave the Forfeiture of the *Bond*, and it ſhall be a good Performance of the Condition, if made to the *Obligee*, though refuſed by him, yet if the *Obligor* be afterwards ſued, he muſt plead that he is ſtill ready to pay it, and tender the Money in Court.

3 *Bulſt.* 148. The Condition of a *Bond* being for Payment of Money, it may be performed by giving any other Thing in Satiſfaction, becauſe the Value of Money is certain, and therefore may be ſatisfied by a collateral Thing, if the *Obligee* accepts it; but if the Condition is to do a collateral Thing, there it is otherwiſe, and paying Money is no good Satiſfaction.

Hob. 68. The Acceptance of a new *Bond* will not diſcharge the old one, as a Judgment may.

1 *Mod.* 22. One *Bond* cannot be given in Satiſfaction of another, but this is where given by the *Obligor* himſelf, for it may by others.

Noy's Max. 15. If a *Bond* be to pay Money on ſuch a Time, *&c.* it is no Plea for the *Obligor* to ſay, that he did pay it; he muſt ſhew at what Time, or elſe it may be taken, that the Performance was after the Time limited.

Mod. Ca. 22. If a *Bond* be of Twenty Years ſtanding, and no Demand be proved thereon, or good Cauſe of ſo long Forbearance ſhewn to the Court, upon Pleading, *Solvit ad Diem*, it ſhall be intended paid.

Dyer 25. Payment of Money without Acquittance, is an ill Plea to Action of Debt upon a ſingle Bill; but it is otherwiſe upon a *Bond* with Condition.

1 *Inſt.* 292. If ſeveral Days are mentioned for Payment of Money on a *Bond*, the Obligation is not forfeited, nor can be ſued until all the Days are paſt: But in ſome Caſes, the *Obligee* may proſecute for the Money due by the *Bond*, preſently, though it be not forfeit; and by ſpecial wording the Condition, the *Obligee* may be able to ſue the Penalty on the firſt Default.

Dyer 19. 310. In a *Bond* where ſeveral are bound ſeverally, the *Obligee* is at his Election, to ſue all the *Obligors* together, or all of them apart, and have ſeveral Judgments and Executions; but he ſhall have Satiſfaction but once; for if it be of one only, that ſhall diſcharge the reſt. If an Obligation be joint and not ſeveral, all the *Obligors* muſt be ſued that are bound; and if one be proſecuted, he is not obliged to anſwer, unleſs the reſt are ſued likewiſe.

Where two or more are bound in a joint Bond, and only one is ſued, he muſt plead in Abatement, that two more ſealed the Bond, &c. and aver that they are living, and ſo pray Judgment *de Billa*, &c. and not demur to the Declaration. *Sid.* 420.

If a Bond is made to three to pay Money to one of them, they muſt all join in the Action, becauſe are but as one *Obligee*. *Yelv.* 177.

If Action be brought upon a Bond, againſt two joint and ſeveral *Obligors* jointly, and both are taken by *Capias*, here the Death or Eſcape of one ſhall not releaſe the other; but the ſame kind of Execution muſt be taken forth againſt them, it is otherwiſe when they are ſued ſeverally. *Hob.* 59.

When the Condition of a Bond is to do two Things, or has diverſe Points, and the *Obligee* ſuppoſing a Breach of one of them, doth ſue the *Obligor*, if Iſſue being joined upon that, it is found againſt him, and he is barred, the whole Obligation is diſcharged: And ſo long as that Judgment is in Force, he can never proſecute upon any other Point. *Dyer*, 371. 2 *Shep.* Abr. 457.

If a drunken Man gives his Bond, it binds him; and a Bond without Conſideration is *Obligatory*, and no Relief ſhall be had againſt it, for it is voluntary and as a Gift. *Jenk. Cent.* 169.

A Perſon enters voluntarily into a Bond, though there was not any Conſideration for it, if there be no Fraud uſed in obtaining the ſame, the Bond ſhall not be relieved againſt in Equity. But a voluntary Bond may not be paid in a Courſe of Adminiſtration ſo as to take Place of real Debts, even by ſimple Contract; yet it ſhall be paid before Legacies. 1 *Chan.* Cas. 157.

An Heir is not bound, unleſs he be named expreſsly in the Bond, though the Executors and Adminiſtrators are. And if an Obligation be made to a Man, his Heirs or Succeſſors, the Executors and Adminiſtrators ſhall have the Advantage of it, and not the Heir or Succeſſor, by Reaſon it is a Chattel. *Dyer*, 14, 271.

A Declaration need not be according to the Letter of the Bond, where there is any Omiſſion, &c. but according to the Operation of Law upon it. *Mod. Caſ.* 228.

In Bonds to ſave harmleſs, the Defendant being proſecuted is to plead *Non damnificatus*, &c. A Bond may be from one to one, one to two, three, or more Perſons; or from two or more Perſons to one, two, three, &c. and the Name of the *Obligor* ſubſcribed, it is ſaid is ſufficient, though there is Blank for his Chriſtian Name in the Bond. 2 *Cro.* 126.

But where another Chriſtian Name is in the Bond, and the Bond ſigned by the right Name, though the Jury find it to be his Deed, the *Obligee* cannot have Judgment, for the Name ſubſcribed is no Part of the Obligation. 2 *Cro.* 558. *Mod.* 107.

In theſe Caſes, though there be a Verdict, there ſhall not be Judgment. Where an Obligor's Name is omitted to be inſerted in the Bond, and yet he ſigns and ſeals it, the Court of *Chancery* may make good ſuch an *Accident*: and in caſe a Perſon take away a Bond fraudulently, and cancels it, the *Obligee* ſhall have as much Benefit thereby, as if not cancelled. 3 *Chan.* Rep. 99. 184.

If a Bond has no Date, or a falſe Date, if it be ſealed and delivered it is good. A Plaintiff may ſuggeſt a Date in a Bond, where there is none, or it is impoſſible, &c. where the Parties and Sum are ſufficiently expreſſed. 5 *Mod.* 282.

A Bond dated on the ſame Day on which a Releaſe is made of all Things *Uſque Diem datus*, &c. is not thereby diſcharged. 2 *Roll.* Rep. 255.

And where a Bond is made to another's Uſe, it muſt be ſo laid in the Obligation, or he cannot releaſe it, &c. *Jenk. Cent.* 222.

A Perſon ſhall not be charged by a Bond, though ſigned and ſealed without Delivery, or Words, or other Thing amounting to a Delivery. 1 *Leon.* 140.

A Bond may be good though it contains falſe *Latin*, or falſe *Engliſh*, if the Intent appears, for they do not make the Bond void. 2 *Roll.* Abr. 146. *Moor.* 864.

By the Condition of a Bond, the Intent of what Sum was in the Obligation, may be more eaſily known and explained. 2 *Roll.* 146.

And the Condition of the Bond may be recorded, and then the Plaintiff demur, &c. 1 *Lut.* 422.

Likewiſe the Conditions of Bonds may expound to whom an *Obligor* is bound to pay Money; as if *A.* binds himſelf to *B.* to be paid to *A.* whereas it ſhould be to *B.* which Obligation is good, and the *ſolvendum* void. 1 *Inſt.* 108. 209.

Inter-

Interlineation in a Bond, in a Place
1 *Nelſ.* Abr. 391. not material, will not make the Bond void; but if it be altered in a Part material, it ſhall be void.

5 Rep. 23. And a Bond may be void by Raſure, *&c.* as where the Date, *&c.* is raſed after Delivery, which goes through the whole.

Such Words, whereby the Intention
1 *Saund.* 66. of the Parties may appear, are ſufficient to make the Condition of a Bond good, though they are not proper; and it ſhall not be conſtrued againſt the expreſs Words.

If the Words in a Bond, at the End of the Condition, *That then this Obligation to be void*, are omitted, the Condition will be void; but not the Obligation: But if the Words, *or elſe ſhall ſtand in Force*, be left out, it has no Effect to hurt, either the Condition or Obligation. The ſtealing of any Bond or Bill, *&c.* for Money, being the Property of any one, is made Felony, as if the Offenders had taken
2 *Geo.* II. c. 25. other Goods of the like Value.

The Form of a Bond for Payment of Money, with an Obligation from one to one.

KNOW all Men, *by theſe Preſents, that I* A. B. *of the Pariſh of*, &c. *in the County of*, &c. *Merchant, am held and firmly bound to* C. D. *of*, &c. *in the County aforeſaid, Gentleman, in two hundred Pounds, of good and lawful Money of* Great-Britain, *to be paid to the ſaid* C. D. *or his certain Attorney, his Executors, Adminiſtrators, or Aſſigns; to which Payment, well and truly to be made, I bind myſelf, my Heirs, Executors, and Adminiſtrators, firmly by theſe Preſents; ſealed with my Seal: Dated the twenty-third Day of* December, *in the twenty-fifth Year of the Reign of our Sovereign Lord* George *the Second, by the Grace of God, of* Great-Britain, France, *and* Ireland, *King, Defender of the Faith*, &c. *and in the Year of our Lord, one thouſand ſeven hundred and fifty-one.*

The CONDITION of this Obligation is ſuch, that if the above bound *A. B.* his Heirs, Executors, or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the above named *C. D.* his Executors, Adminiſtrators, or Aſſigns, the full Sum of one hundred Pounds, of lawful Money of *Great-Britain*, with legal Intereſt for the ſame, on or before the twenty-third Day of *June* next enſuing the Date hereof; then this Obligation to be void, or otherwiſe to be, and remain in full Force and Virtue.

Signed, Sealed, and Delivered
in the Preſence of

A Bond with a Condition from two to one.

KNOW all Men *by theſe Preſents, that we* A. B. *of*, &c. *and* C. D. *of*, &c. *are held and firmly bound to* E. F. *of*, &c. *in three hundred Pounds, of good and lawful Money of* Great-Britain, *to be paid to the ſaid* E. F. *or his certain Attorney, his Executors, Adminiſtrators, or Aſſigns; to which Payment, well and truly to be made, we bind ourſelves, and each of us by himſelf* (if one of the Obligors be a Woman, write thus, *viz. by him and herſelf) for, and in the whole, our Heirs, Executors, and Adminiſtrators, and each of us, firmly by theſe Preſents: Sealed with our Seals, Dated*, &c.

The CONDITION of this Obligation is ſuch, that if the above bound *A. B.* and *C. D.* or either of them, their, or either of their Heirs, Executors, or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid to the ſaid *E. F.* his Executors, Adminiſtrators, or Aſſigns, the full Sum of one hundred and fifty Pounds of lawful Money of *Great-Britain*, with legal Intereſt for the ſame, on or before the, *&c.* which ſhall be in the Year of our Lord, *&c.* then, *&c.* otherwiſe, *&c.*

And the Conditions are the ſame from three or more to one, or when the Obligors, as well as the Obligees, are in the Plural; as they are *vice verſa*, when the Obligors and Obligees vary in the Reverſe to the aforementioned; and I think what I have quoted ſufficiently clear, to enable every one to fill up a Bond ſuitable to his Occaſion; which I have done with a View, more for the Service of my Country Readers than thoſe in this Metropolis, as theſe latter may readily furniſh themſelves with printed Bonds of all Sorts, which is not the Caſe with the others, tho' this Want they may ſupply by a Draught themſelves on ſtamped Paper, where they have not an Opportunity to get it done by an Attorney, which however I would always recommend when to be effected, at leaſt if the Caſe is any thing more than common.

A penal Bill for Payment of Money.

KNOW all Men *by theſe Preſents, that I* A. B. *of*, &c. *do owe unto* C. D. *of*, &c. *the Sum of one hundred Pounds, of lawful Money of* Great-Britain, *to be paid unto the ſaid* C. D. *his Executors, Adminiſtrators, or Aſſigns, on or before*, &c. *next enſuing the Day of the Date hereof; for which Payment, well and truly to be made, I bind myſelf, my Heirs, Executors, and Adminiſtrators to the ſaid* C. D. *his Executors, Adminiſtrators, or Aſſigns, in the penal Sum of two hundred Pounds, of*

of like lawful Money, firmly by theſe Preſents. In Witneſs whereof I have hereunto ſet my Hand and Seal, the, *&c.* in the Year of, *&c.* ſealed, *&c.*

A ſingle Bill for Payment of Money, that is, *a Bill without a Penalty.*

KNOW all Men *by theſe Preſents, that I* A. B. *of,* &c. *do owe and am indebted to,* C. D. *of,* &c. *the Sum of one hundred Pounds, of lawful Money of* Great-Britain, *to be paid to the ſaid* C. D. *his Executors, Adminiſtrators, or Aſſigns, on or before,* &c. In Witneſs *&c.*

PROMISSARY NOTES, being obligatory like Bonds, *&c.* I thought proper to inſert them in the ſame Chapter, tho' they are in many Reſpects very different; theſe Notes are (like a Bill of Exchange) aſſignable by Endorſement, and in Caſe a Time of Payment be therein aſcertained, they will bear an Intereſt, provided they are proteſted within three Days after becoming due; ſo that it is beſt in all Caſes to inſert a certain Time of Payment, except where the Solvency of the Drawer or Debtor is doubted: The Endorſer becomes equally liable with the Drawer of theſe Notes; and when once an indorſable one *(that is)* payable to Order, is transferred to a third Perſon, it is no longer in the Power of the Endorſer to acquit or free the Drawer from being liable, either by Releaſe, or other Inſtrument in Writing, as the Property the Indorſer before had in the Note is entirely removed by his Endorſement; in which it differs from a Bond or Obligatory Bill; for there the Obligee, after having aſſigned the ſame to a third Perſon, may, by Releaſe or other *Specialty*, deſtroy the Validity of the Obligation, and conſequently free the Obligor from the Burden thereof.

The Form of a Promiſſary Note, commonly called a Note of Hand.

THREE Months after Date (or on Demand) *I promiſe to pay to Mr.* Richard Thomas, *or Order, one hundred and fifty Pounds, for Value received, in* London, *the 23d of* December, 1751.

£ 150 A. B.

The Endorſement ſhould be the ſame as on a Bill of Exchange; and as there are ſome Acts of Parliament in Force, which have altered the Quality of theſe Notes and Inland Bills, from what they were formerly, I ſhall give an Abſtract of them here, without ſeparating what relates to the one from that concerning the other, as I deem this Method the moſt proper; more eſpecially as I ſhall ſoon proceed to treat of Inland Bills.

All Bills of Exchange drawn in, or dated from any Place in *England,* &c. of the Sum of 5*l.* or upwards, upon any Perſon in *London,* or any other Place (in which Bills the Value ſhall be expreſſed to be received) drawn payable at a certain Number of Days, *&c.* after the Date thereof, may, after Acceptance (which ſhall be by Underwriting under the Party's Hand) and the Expiration of three Days after the ſame ſhall be due, be proteſted by a Notary Public, or, in Default of ſuch Notary Public, by any other ſubſtantial Perſon of the Place, before two Witneſſes; Refuſal or Neglect being firſt made of due Payment; which Proteſt ſhall be made under a Copy of the ſaid Bill, in the Form following: 9 and 10 *W.* III. Cap. 17. S. 1.

KNOW all Men, *that I* A. B. *on the Day of at the uſual Place of Abode of the ſaid have demanded Payment of the Bill, of which the above is the Copy, which the ſaid did not pay; wherefore I, the ſaid do hereby proteſt the ſaid Bill. Dated at this Day of*

Which Proteſt ſhall be notified within fourteen Days after, to the Parties from whom the Bills were received, who (upon producing ſuch Proteſt) is to repay the ſaid Bill, with Intereſt and Charges from the Proteſting; for which Proteſt there ſhall not be paid above Six-pence; and in Default of ſuch Proteſt, or due Notice within the Days limited, the Perſon ſo failing ſhall be liable to all Coſts, Damages, and Intereſt. S. 2.

If any ſuch Inland Bills be loſt or miſcarry within the Time limited for Payment of the ſame, the Drawer of the ſaid Bills ſhall give other Bills of the ſame Tenor, Security being given (if demanded) to indemnify him, in caſe the ſaid Bills ſo loſt or miſcarried, be found again. S. 3.

All Notes ſigned by any Perſon or Perſons, Body Politic or corporate, or by the Servant or Agent of any Corporation, Banker, Goldſmith, Merchant, or Trader, who is uſually intruſted by them to ſign ſuch Promiſſary Notes for them, whereby ſuch Perſons, *&c.* ſhall promiſe to pay any other Perſon, *&c.* or Order, or Bearer, the mentioned in ſuch Note, ſhall be conſtrued to be, by Virtue thereof, due and 3 and 4 *Ann.* Cap. 9. S. 1.

and payable to ſuch Perſon, *&c.* to whom the ſame is made payable. And alſo ſuch Note payable to ſuch Perſon, *&c.* or Order, ſhall be aſſignable over in Manner as Inland Bills of Exchange are, by Cuſtom of Merchants; and the Perſon, *&c.* to whom ſuch Money is payable, may maintain an Action for the ſame, as they might upon ſuch Bills of Exchange. And the Perſon, *&c.* to whom ſuch Note ſo payable to Order is aſſigned or indorſed, may maintain an Action againſt the Perſon, *&c.* who ſigned, or any who indorſed the ſame, as in Caſes of Inland Bills, and recover Damages and Coſts of Suit; and in Caſe of Nonſuit, or Verdict againſt the Plaintiff, the Defendant ſhall recover Coſts.

S. 2. Such Actions ſhall be brought within the Time appointed for bringing Actions, *per* 21 *Jac.* I. *Cap.* 16. *for Limitation of Actions.*

S. 3. No Body Politic ſhall have Power to give out Notes, other than they might before this Act.

S. 4. In Caſe the Party on whom an Inland Bill of Exchange ſhall be drawn, ſhall refuſe to accept the ſame, by underwriting the ſame, the Party to whom payable ſhall cauſe ſuch Bill to be proteſted for Non-acceptance, as in Caſe of Foreign Bills, for which Proteſt, ſhall be paid 2*s.* and no more.

S 5. No Acceptance of ſuch Inland Bill ſhall charge any Perſon, unleſs underwritten or indorſed; and if not ſo underwritten or indorſed, no Drawer to pay Coſts, Damages, or Intereſt, unleſs Proteſt be made for Non-acceptance, and within fourteen Days after Proteſt, the ſame be ſent, or Notice thereof given, to the Party from whom ſuch Bill was received, or left in Writing at his uſual Place of Abode. And if ſuch a Bill be accepted, and not paid within three Days after due, no Drawer ſhall pay Coſts, Damages or Intereſt thereon, unleſs Proteſt be made and ſent, or Notice given as aforeſaid; nevertheleſs the Drawer ſhall be liable to Payment of Coſts, Damages, and Intereſt, if any one Proteſt be made for Non-acceptance or Non-payment, and Notice be ſent, given, or left.

No ſuch Proteſt ſhall be neceſſary for Non-payment, unleſs the Value be expreſſed in ſuch a Bill to be received, and unleſs the Bill be drawn for 20*l.* or upwards, and the Proteſt ſhall be made for Non-acceptance by Perſons appointed *per* 9 *Will.* III. *Cap.* 17. S. 6.

If any Perſon accept ſuch Bill of Exchange in Satisfaction of any former Debt, the ſame ſhall be eſteemed a full Payment, if he doth not uſe his Endeavour to get the ſame accepted and paid, and make his Proteſt for Non-acceptance or Non-payment. S. 7.

Nothing herein ſhall diſcharge any Remedy that any Perſon may have againſt the Drawer, Acceptor, or Indorſer of ſuch Bill. S. 8.

This Act ſhall continue for three Years. S. 9.

Made perpetual by 7 *Ann.* Cap. 25.

Of Bills of Exchange, and about the croſs ones of Europe, *known to Foreigners under the Denomination of Arbitrations of Exchange.*

THE original Traffic of Mankind, by Way of Barter, becoming troubleſome, Neceſſity led them to the Invention of ſome more eaſy Manner of continuing their Commerce: and nothing being found ſo commodious a Medium as Money, this was many Ages ſince adapted to carry on their Trade, firſt by the *Hebrews*, then by the *Romans*, and ſince continued and increaſed by almoſt every civilized Nation; and for a ſtill greater Conveniency of foreign Trade, they made Coins of the moſt valuable Metals, that might anſwer the Intention of an eaſy Carriage, by being leſs bulky and heavy than baſer ones; and this Method being generally approved of and practiſed by moſt trading People, they by Degrees fell into an Improvement even of this, and ſubſtituted Remiſſes and Exchanges by Bills, to ſave the Expence, Riſk, and Trouble, which the Portage of Money from one Kingdom to another occaſioned. The *Jews* baniſhed *France* in the Reigns of *Philip Auguſt*, and *Philip de Long*, are ſuppoſed by ſome to have been the original Inventors of it; whilſt others, with a greater Appearance of Probability, aſſign the Contrivance to the *Gibelins*, on their being expelled *Italy* by the Faction of the *Guelphs*; though the Motives given for both are the ſame, *viz.* their Endeavours to withdraw their Effects with the Secrecy neceſſary to prevent their Confiſcation; and to this Purpoſe they gave Bills on their private Friends to foreign Merchants for the Sums agreed on, and theſe were regulated by the different Value of the Coins exchanged; and as many of theſe Bills came back unpaid, it gave Birth to the Charge of Re-exchange, firſt begun by the aforeſaid *Lombards*, and theſe, after different Modifications, fixed it into a Branch of Buſineſs: They retired on their

their firſt Expulſion from *Italy*, to *Lyons* in *France*, and from thence ſpread themſelves into many other trading Cities of that and other Kingdoms in *Europe*; and there is ſtill a Street in *Paris* bearing their Name, from its having been a Quarter where the greateſt Part of them reſided, for carrying on their Banking Buſineſs; and it is owing to the ſame Reaſon, and to perpetuate the Memory of the great Buſineſs exerciſed there by theſe People, and by them taught the *Dutch*, that the Place where the Exchange ſtands at *Amſterdam*, was at firſt, and ſtill continues to be called after them (as does the Street here in *London* from the ſame Motive) ſo that it was theſe People who firſt ſowed the Seeds of theſe Negociations in the Minds of the *Belgick* Merchants, who duly cultivated and ſpread them all over *Europe* for the eaſier conducting Mercantile Affairs, and at the ſame time to prevent the Exportation of their current Coin in lieu of theſe Paper ones, if I may ſo term them; and this being found ſo beneficial and advantageous to trading Kingdoms, as to merit and engage the Protection of ſeveral Princes for its Encouragement and Encreaſe; among which ſome of our former Kings made ſeveral Regulations concerning it; *Edward* III. cauſed certain Tables to be ſet up at *Dover* and other Parts of the Realm, declaring the Value of the ſundry Species of Coins current in the Countries trading with his Subjects, and the Allowance Merchants were to give to be accommodated with Remiſſes, as may be ſeen in the many good Laws of his Reign. Theſe Tables and Exchanges were ſubject to the Direction of the King's Mint Maſter, who made them *Par pro Pari*, or Value for Value, with a reaſonable Allowance to thoſe who were appointed to interfere as Exchangers, for their Trouble; and many Acts have been paſſed ſince by ſucceeding Princes concerning them.

But as Commerce varied, ſo did Exchanges too, though they were generally reduced to four, *viz.* *Cambio Commune*, *Cambio Real*, *Cambio Sicco*, and *Cambio Fictitio.*

Cambio Commune, in *England*, was that which was conſtituted by the ſeveral Kings, who having received Monies in *England*, would remit by Exchange the like Sums to be paid in another Kingdom, according to the Regulation of the abovementioned Tables.

Cambio Real, was when Monies were paid to the Exchanger, and Bills were drawn without naming the Species, but according to the Value of the ſeveral Coins, and indeed was no more than the Payment of Money here in *England*, with a Proviſo to be repaid the juſt Value in Specie in another Country, according to the Price agreed on between the Exchanger and Deliverer, to allow or pay the Exchange of the Money and the Loſs of Time.

Cambio Sicco, or dry Exchange, is when a Merchant hath Occaſion for 500*l.* for a certain Time, and would willingly pay Intereſt for the ſame; but the uſurious Lender being deſirous to take more than the Statute allows, and yet willing to avoid its Penalty, offers the 500*l.* by Exchange for *Cadiz*, whereunto the Merchant agrees; but having no Correſpondence there, the Lender deſires him to draw his Bill on the ſaid Place, payable at double or treble Uſance, by any feigned Perſon, as the Exchange ſhall then govern, with which the Merchant complies; and on Receipt of the Bill, the Banker pays the Money, and remits the Bill to ſome Friend of his at *Cadiz* to procure a Proteſt there for Non-acceptance, the Charge of which, with the Exchange and Intereſt, the Merchant is to pay his Creditor; and theſe Expences formerly were very conſiderable.

Cambio Fictitio, is when a Merchant hath Occaſion for Goods, but cannot well ſpare Money for their Payment; and the Owner of them, to ſecure his Advantage, and avoid the Penalty of the Law, acts as the Uſurer in the former Caſe, and obliges the Buyer to defray the Expences of Re-exchange, &c.

Theſe two laſt Methods of raiſing Money for the Neceſſitous, were prohibited by an Act of Parliament in the 3d and 4th of *Henry* VII. but on Account of the baſe Monies coined by *Henry* VIII. at the Siege of *Bologne*, Exchanges were diſcontinued, and the aforeſaid Preſſures and Abuſes became again current in the Reign of *Edward* VI. which occaſioned all Exchanges to be prohibited for a ſhort Time, but this being found of great Inconvenience and Detriment to Trade, it was again reſtored; though almoſt quite neglected, and the illegal Part of it connived at, in the ſucceeding Reign of Queen *Mary*.

The juſt and true Exchange for Monies that is at this Day uſed both in *England* and other Countries (by Bills) is *Par pro Pari*, or Value for Value; ſo as the *Engliſh* Exchange being grounded on the Weight and Fineneſs of our own Money, and the Weight and Fineneſs of thoſe of each other Country, according to their ſeveral Standards, proportionable in their Valuation, which being truly and juſtly made, aſcertains and reduces the Price of Exchange to a Sum certain for the Exchange of Monies to any Nation or Country whatſoever.

As Money is the common Meaſure of Things between Man and Man within the Realm, ſo is Exchange between Merchant and Merchant within and without the Realm, the which is properly made by Bills when Money is delivered ſimply here in *England*,

land, and Bills received for the Repayment of the ſame in ſome other Country, either within or without the Realm, at a Price certain, and agreed upon between the Merchant and the Deliverer; for there is not at this Day any peculiar or proper Money to be found in Specie whereupon outland Exchanges can be grounded, therefore all foreign Coins are called imaginary.

Having thus far premiſed and ſhewn the Original and Nature of Exchanges, I ſhall deſcend to Particulars, and endeavour in the cleareſt Manner I can, to inform my Reader of every Circumſtance neceſſary to be known in the Circulation of Bills; all Steps to be taken towards their Recovery, their Form, current Courſes, and Laws about them, both here and in every other Part of *Europe*; that this nice Branch of Commerce may be rendered more intelligible, and be better underſtood than it commonly is, or can be, except duly explained: As Cuſtoms in their Formation, Times of running, and falling due, Days of Grace, *&c.* are almoſt as various as every one *European* Nation is from another; and as I conſider this to be the moſt intricate Part of Mercantile Literature, I ſhall be as extenſive in my Sentiments and Quotations about it as the Nature of the Thing requires, without fearing the Cenſure of my Readers for Prolixity, which however I ſhall endeavour to avoid meriting, and be as conciſe as my Capacity will permit, without curtailing what is neceſſary to be ſaid on ſo important a Subject.

Roberts's Merchant's Map of Commerce. *Marius*'s Advice. Pag. 3.

A Bill of Exchange is commonly drawn on a ſmall Piece of Paper, and compriſed in two or three Lines, being ſo noble and excellent, that tho' it cannot properly (as is conceived) be called a Specialty, becauſe it wanteth thoſe Formalities, which by the common Law of *England* are thereunto required, as Seal, Delivery, and Witneſſes; yet it is equivalent thereunto, if not beyond or exceeding any Specialty or Bond, in its Punctuality and preciſe Payment; for if once accepted, it muſt be paid when due, otherwiſe the Acceptor loſes his Credit.

There are ordinarily four Perſons requiſite in making an Exchange (beſides the Broker) *viz.* two at the Place where the Money is taken up, and two where it is payable, as 1ſt the *Deliverer*, *Giver*, *Remitter*, or *Negotiator*, being the Perſon who delivers the Money; 2dly, the *Taker* or *Drawer*, who receives or takes up the Money by Exchange; 3dly, the Party who is to pay the Money in Virtue of the Bill drawn on him, commonly termed the *Acceptant*; 4thly, the Perſon to whom the Bill is made payable, and is to receive it, called the *Poſſeſſor* or *Holder* of it.

But ſometimes only three are concerned in an Exchange, *viz.* the *Drawer*, the *Deliverer* (who has the Bill made payable to himſelf or Order and Value of him) and the Party that is to pay it, the *Deliverer* carrying it himſelf and receiving it.

There is likewiſe another Way, wherein only three are neceſſary, as 1ſt, the *Drawer*; 2dly, the Party on whom it is drawn; and 3dly, he to whom it is payable; for the *Drawer* having Money in his Hands belonging to the Perſon in whoſe Favour the Bill is drawn, confeſſes Value received in his own Hands, and charges it to his Friend or Factor, payable to his Creditor.

Ditto P. 4, and 5.

And there is yet one Way more wherein Monies may be remitted only with the Intervention of three Perſons; 1ſt, the *Taker*; 2dly, the *Deliverer*; and 3dly, the Party to whom payable, as thus; if I was at *Exon*, and intended for *London*, I would take up Money there, and give Bills of Exchange for the ſame, drawn on myſelf, payable to whom the Deliverer ſhould appoint in Town.

Money may likewiſe be exchanged between two Perſons only, *viz.* the *Drawer*, and he on whom it is drawn; the Drawer making a Bill of Exchange payable to himſelf or Order for Value in himſelf, and ſubſcribes the Bill, and directs it to the Party that owes him Money, and is to pay it by Exchange; by which Bill (when he on whom it is drawn hath accepted it) he becometh Debtor to the Drawer, and this latter, before the Bill falls due, doth negociate it with another Man, and by this Means draws the Money in at the Place of his Reſidence, and makes only an Aſſignment on the Bill, payable to him of whom he hath received the Value.

All theſe Methods of Exchanges are termed Real Exchange, and ſome or all of them will naturally occur to a Man in Buſineſs; therefore the better to conduct my Reader to a perfect Underſtanding of them, he ought to be acquainted, that as the Monies and Species of almoſt every Nation differ, not only in their current Prices, but in their intrinſic Value, there is a juſt and certain *Par* eſtabliſhed between them, according to the real and effective Worth of each Species, without any Regard had to their Currency in the Countries where they are coined; and the *Par* is by ſome Authors ſuppoſed to be of two Sorts, *viz.* the one of real Monies, and the other of Exchanges, or imaginary Species, though both ſeem to be the ſame Thing, as having a neceſſary Dependance upon each other.

By the *Par* of real Monies, is to be underſtood, *The Equality of the intrinſic Value of the real Species of*

any Country with thoſe of another; and by that of Exchanges, *the Proportion that the imaginary Monies of any Country bear to thoſe of another.* So that the Riſe and Fall of an Exchange muſt only be attributed to the current Price of the Coins of any Country, or from an extraordinary Demand in one Place for Money in another, or ſometimes it is owing to both; and I think it may eaſily be proved from the very Etymology of the Word *Exchange*, that the Variation of the current Coins or Monies of any Country in a Manner conſtitutes and gives it Being, at leaſt has a very great Influence on it, as it is only (according to the aforeſaid Definition) a Bartering or Exchanging the Money of one Kingdom with thoſe of another, which is always effected by the Intervention of two or three Lines of Writing on a Slip of Paper, as I have mentioned before; and I ſhall now proceed to ſhew what the Obligation of every one is who may be concerned in it.

And 1ſt, of the *Drawer*, who in treating about, or negociating a Bill of Exchange, muſt have a ſtrict Regard to his Credit, and never give his Draughts at an Under-Exchange, as this is a certain Indication of his Want both of Caſh and Credit, though without an Impeachment of either he may do his Buſineſs, although ſomething under the very Height of the Courſe, as this cannot always be obtained by every one; therefore when a Drawer is not notoriouſly under the Mark, he will tranſact his Affairs with Reputation; and if his ſole View in drawing proceeds from a Proſpect of Advantage, without any Mixture of Neceſſity, he may watch his Juncture for ſucceeding in his Deſigns by regulating his Draughts or Remiſſes according to the Plenty or Scarcity of Money or Bills.

2. If in negociating a Bill of Exchange, only the the Price is mentioned, without any other Conditions, they ſhall in this Caſe be conſtrued to be ſuch as the Cuſtom of the Place to which the Bill is directed ordinarily allows of in all Reſpects.

3. A Drawer ought to obſerve before he ſubſcribes a Bill, and the Remitter before he ſends it away, that it be well and truly made, with all the neceſſary Requiſites fully expreſſed in it, which I ſhall here hint for their Government; and 1ſt, it ought to have its Date rightly and clearly expreſſed; 2dly, that it names the Place where is was made and concluded on; 3dly, that the Sum be expreſſed ſo diſtinctly both in Words and Figures, that no Exceptions can be taken againſt it; 4thly, that the Payment thereof be ordered and commanded; 5thly, that the Time of Payment be not dubiouſly expreſſed, nor ſooner or later than has been agreed on; 6thly, the Remitter muſt eſpecially obſerve that the Name of the Perſon to whom Payment is to be made, be well and truly ſpelled; or if it be made to his Order, that thoſe Words be clearly writ; 7thly and 8thly, he muſt alſo obſerve if his Name therein, and the Value of him be expreſſed; 9thly, he muſt obſerve that the Bill be ſubſcribed by the Drawer; 10thly, the Drawer muſt principally look to the Direction of the Bill, that it be true, and directed to the right Perſon; 11thly, they muſt both obſerve, that the Place wherein the Payment muſt be made (and the Coin, or Species wherein it muſt be paid) be fully expreſſed in the Superſcription or Body of the Bill: And if a Drawer draws upon one who lives not at the Place where the Bill is intended to be paid, then the Remitter muſt obſerve, that as well the Place where the Perſon lives that is to pay, as the Place where the Payment muſt be made be expreſſed.

4. A Drawer acts imprudently when he gives more Bills than one for the ſame Sum, to the ſame Perſon, and under the ſame Date, as this may be an Occaſion of Miſtakes, therefore if two Bills for one thouſand Dollars is agreed for, it is better to make them for unequal Sums, than five hundred each.

5. It is a Cuſtom here in *England* for the Drawer to deliver only the firſt Bill on the Day of Agreement, and to recover on the 2d and 3d, which are ſent to the Remitter for Payment before the next Poſt goes out; and a Drawer ſhould always obſerve to note how many Bills he gives, leſt by a repeated Loſs he ſhould be lead into an Error through Forgetfulneſs, and give the Duplicate of one he had given before.

6. Generally in all Bills of Exchange, the Drawer is bound to the Perſon from whom the Value is received; as the Acceptor is to him, to whom it is made payable; for although the Drawer and Acceptor are both bound in the Bill, and both equally liable for the Payment thereof, yet they are not commonly both bound to one Man; I ſay commonly, for if the Taker of the Bill be Servant to the Party to whom the Bill is payable, then indeed the Drawer may be ſaid to be bound to the Party to whom it is payable, as well as the Acceptor; or if he who pays the Value be the Principal, and he remits his own Money by Exchange, payable to his Agent, in this Caſe likewiſe both Drawer and Acceptor may be ſaid to be bound to the Purchaſer of the Bill; but for the generality, in Sums remitted and drawn between Merchant and Merchant, it is otherwiſe, as the Drawer is properly bound to one, and the Acceptor to another, though both of them are liable till the Bill be ſatisfied; ſo that if the accepted Bill be not paid at the Time, and Proteſt made for Non-payment, and there be Occaſion to commence a Suit in Law againſt

J. Marius. P. 22.

gainſt the Drawer, it muſt be entered in the Name of the Party from whom the Value was received; and in like Manner, if a Suit be commenced againſt the Acceptor, it muſt be made and proſecuted in the Name of him to whom the Bill is made payable; for probably the Drawer takes no great Notice to whom it is made payable, being directed therein by the Perſon that takes the Bill; neither doth he who accepts the Bill much regard the Purchaſer of it, but only regarding the Party who drew it (with whom he correſponds) and him to whom it is made payable (to whom by his Acceptance he binds himſelf for the Payment;) and ſo likewiſe where there are any Aſſignments on Bills negociated, always the Party that receives the Value is directly bound to him, of whom he hath received it, and the Acceptor to the laſt aſſigned.

7. If a Merchant after accepting a Bill of Exchange becomes inſolvent, or hath done, or ſuffered any thing publickly againſt his Credit, in the Interim before the Bill under his Acceptance falls due, the Holder on hearing ſuch a Report, ſhould by a Notary demand of the Acceptor a better Security, and on not obtaining it, cauſe a Proteſt to be made for want thereof, and ſend it away by the very next Poſt, that the Remitter may have an immediate Opportunity to demand and procure Security from the Drawer; and when the Bill is due, if it is not paid, another Proteſt muſt be made for Non-payment, and forwarded as the other; for which Proteſts the Drawer muſt be anſwerable, and pay the Charge of them jointly with thoſe of Poſtage, Re-exchange (if the Money be re-drawn) Commiſſion and Brokerage.

8thly, When any Proteſt is received either for Want of Acceptance, or better Security, the Perſon to whom it is ſent muſt preſently repair with it to the Drawer or Endorſer of the Bill, and upon Sight thereof, he muſt give a ſatisfactory Security (if his own is not to Content) for Repayment of the Money received, with Re-exchange and Charges, if it is not paid when due; and it is cuſtomary in ſuch Caſes to make a Depoſit ſuitable to the Value, or procure ſome Perſon of unexceptionable Credit to be bound for its punctual Diſcharge.

9thly, It is cuſtomary, as I have obſerved before, for a Drawer in *London* to deliver his firſt Bill to the Perſon agreed with, on the Day of its Negociation, and to recover on the ſecond and third Bill, retained till the ſucceeding Poſt, ſo that it has ſometimes happened through Miſfortunes tho' oftener with Deſign, that the Remitter has abſconded or failed before Payment, ſo that the Bill arriving before the Advice of the Failure or Knavery, is accepted and muſt be paid, though Equity would certainly give Relief to the Party aggrieved, in caſe of Fraud, provided the Deceiver could be found.

10thly, And if the Acceptor of ſuch a Bill becomes inſolvent, or refuſes to pay it when due, the Drawer is obliged for its Diſcharge, with Re-exchange, Proviſion, &c. although he has not received its Value.

11. If a Merchant draws a Bill of Exchange for his own Account, and remits his Correſpondent others, or Caſh to diſcharge it, or orders him to revalue for its Amount; and in this laſt Caſe the Redraughts are accepted, though the Factor becomes inſolvent, or retires with the Money, whilſt the Bill is running on him, the Merchant ſhall be obliged to pay the Bill returned proteſted, with all Charges of Re-exchange, &c. by which Means he furniſhes not only theſe, but the Value of the Bill twice, ſo that a more than common Regard ſhould be had to the Character of the Perſon employed in ſuch Tranſactions.

12. If a Drawer fails before receiving Value for his Bill given, and the Remitter hath the Bill ſtill in his Hands, he ſhould reſtore it to the Creditors or Truſtees of the Drawer's Effects; but if they refuſe to admit, and inſiſt on his performing his Contract he is obliged to a Compliance, and muſt demand Acceptance, and endeavour to produce Payment of the ſame, though not till the Creditors or Truſtees who urge him thereto have given him ſatisfactory Security, for the Payment of Re-exchange and incident Charges, in caſe this Negociation ſhould return with Proteſt; and till they do this they cannot oblige him to pay them the Value of the Bill.

13. When a Bill of Exchange is accepted, and not punctually paid when due, a Proteſt for Non-payment is ſo far from releaſing the Acceptor (as ſome have formerly erroneouſly thought) that it expoſes him to the Payment of more than he was before liable, as by Acceptance he only obliged himſelf to the Diſcharge of the Sum mentioned in the Bill, but under Proteſt muſt pay all Coſts, Damages, Intereſts, &c. and for which he becomes liable to an Action on the Caſe, as ſoon as ever the Proteſt for Non-Payment hath been made, and he may be arreſted for the ſame accordingly.

14. In Caſe of a Remitter's failing, before he has paid the Value, and the Perſon on whom the Bill is drawn, gets Advice of this Occurrence before Acceptance, and therefore refuſes to accept it; the Bill on its returning proteſted, ſhall be paid (notwithſtanding) with all Charges by the Drawer, under Proof from the Poſſeſſor, that he negociated the ſaid Bill, and paid a juſt Value for it; but if the Bill be directly forwarded to the Perſon to whom it is made payable, and ſent him by the Remitter in Payment of a Debt

 was

was owing him; then it is dubious whether the Drawer be obliged, as he has received no Value, nor the Poſſeſſor in any other Shape made the ſame good. And though the Drawer in ſuch a Caſe is obliged to pay *extra* of what the Remitter owes him for the Value, the Re-exchange and Charges, yet the ſaid Remitter ſtands indebted for no more than the bare Import of the Bill, nor can any thing more be recovered of him.

15. When a Drawer acting ſimply for another's Account without engaging as Surety for the Negociation, if the Value by any Caſualty is not received, the Loſs will fall on him for whoſe Account the Bills were given, unleſs the Drawer give the Remitter a Time for Payment, without adviſing his Principal thereof, or that he has neglected to demand the Money in the cuſtomary Time, or that the Remitter was at the Time of tranſacting the Affair known to be inſolvent, or apparently declining in his Circumſtances; in any of which (or ſimilar) Caſes, the Drawer ſhall ſuffer the Loſs, (whether he received any Benefit or not thereby) as it was occaſioned by his crediting the Remitter.

16. If through the Negligence of a Negociator or Poſſeſſor of a Bill, the demanding Acceptance has been omitted or poſtponed till the Drawer has failed, and the Perſon it is drawn on being ignorant of what has happened, accepts the ſame when preſented, his Acceptance ſhall oblige him to the Payment, though procured after the Drawer's Inſolvency; but if the Remitter or Poſſeſſor hath neglected to demand Acceptance, before the Drawer's Failure, and the Perſon to whom it is directed has Advice thereof, he cannot be compelled to accept the Draught, though previous to the Knowledge of the Drawer's Misfortunes he had acquainted him with his Intention to honour his Bill, and even afterwards confeſſes that he ſhould have done it had it been preſented, and the Acceptance demanded before the Advice of the Drawer's Failure reached him.

17. It is cuſtomary (in *London*) for the Poſſeſſor of a Bill to ſend it, (on receipt) to the Merchant's Houſe, on whom it is drawn for Acceptance, and leave it there (if deſired) till the next Day, except the Poſt goes out the ſame Day it is received (which often happens from the unavoidable Irregularity of its Arrival) in which Caſe it ſhould be accepted or proteſted. And in Caſe a Bill ſo left, ſhould happen to be loſt or miſlaid, either by the Perſon on whom it is drawn, or by any of his Servants to whom it was delivered, ſo that it cannot be returned to him who left it, neither accepted nor unaccepted, in this Caſe he who loſt the Bill, (if he intended to accept, or if he had accepted it) ſhould give a Note under his Hand and Seal for the Payment of the Sum mentioned, and to the Party directed in the Bill, at the Time limited, or to his Order upon Delivery of the *Second*, if it come in Time, or if not, upon that Note, which is in all Reſpects and Caſes to have the Law Privilege of a Bill of Exchange, as it is but juſt and reaſonable that he who hath loſt another's *Speciality*, ſhould make it good by ſome Means equivalent thereto; and in Caſe of the ſaid Notes being refuſed, Proteſt ſhould be immediately made for Non-Acceptance and forwarded to the Remitter, as that for Non-payment ſhould be (though there is neither Bill, nor Note to demand it on) if the Contents of the loſt Bill are not ſatisfied at the Time limited for Payment.

18. When any Perſon has Bills ſent him to procure their Acceptance, with Directions to return them or hold them at the Orders of the ſeconds, &c. and the Perſon to whom they are ſo ſent either forgets or neglects to demand Acceptance, or if he ſuffers the Party on whom they are drawn to delay their Acceptance, and the Drawers in the Interim fail, he is certainly very blame-worthy for his Careleſſneſs, and Diſregard of complying with his Obligation, though this will not ſubject him to a Payment of their Value; but if he ſhould be urged and preſſed to procure Acceptance and Payment to a Bill ſent him, and ſhould protract or defer the getting it done, and the Acceptant, being ignorant of the Drawer's Circumſtances, declares he would have accepted it, had it been timely preſented, the Perſon guilty of this Neglect will be obliged to make good the Loſs, that has happened to his Correſpondent, purely thro' his Omiſſion and Careleſſneſs.

19. If an Acceptor has heard that a Drawer is failed, he ought not to accept any of his Draughts afterwards, although he may, (whilſt ignorant of the Drawer's Circumſtances) have promiſed Honour to his Bills, as his ſo doing may either prejudice himſelf or a third Perſon, which he ſhould carefully avoid, and not engage his Firm without a ſufficient Security againſt all Claims and Demands, that may be made either by the Drawer himſelf, or any other in his Right.

20. And the Reaſons are equally good againſt accepting any Bill from a Bankrupt Drawer, though it ſhould bear Date before the Time of his Failure, and equal therein with the Letter of Advice, as fraudulent Dealings are always to be feared in ſuch Caſes and conſequently to be guarded againſt; beſides it is not ſafe to accept a Bill under theſe Circumſtances, I mean

mean in Point of Law, therefore every prudent Man will be cautious to ſecure himſelf.

21. If any one be drawn upon, on the Account of a third Perſon, and before accepting has Advice of the Drawer's Failing, he ought not to accept the Draught, though he has promiſed the Drawer he would, as his Acceptance may be prejudicial to him; for if he has not Effects in his Hands, the Perſon for whoſe Account it is drawn, will naturally and reaſonably ſcruple the ſatisfying the Value, or if he ſhould, it will be a Detriment and Loſs to him, if the other has not a Sufficiency in Hand to anſwer the Bills. And he ought more eſpecially to refuſe Acceptance to any Bills of a Drawer who has failed, if the Perſon for whoſe Account the ſame is drawn, adviſes of the Drawer's Inſolvency, or on Suſpicion of its Approach hath forbidden the Acceptant to accept any of the Drawer's Bills for his Account, although he may have directed the Acceptance of them before.

22. When any Drawer fails, the Acceptor is not obliged to give better Security for Payment, but the Poſſeſſor muſt have Patience till the Bill falls due, before he has any Demand on the Acceptor; but then the Acceptor is obliged to pay, though he accepted for the Drawer's Account, and without any Effects in Hand.

23. But if an Acceptor (on a Drawer's being failed) denies Payment of a Bill, the Holder is not obliged to return it with Proteſt to the Place from whence it was drawn, as it is apparent that the Re-exchanges and Charges are not recoverable from the Drawer, who muſt therefore, after Proteſts made, be proceeded againſt without Delay by Attachment, *&c.*

24. If an Acceptant fails, or abſents himſelf, the Poſſeſſor is obliged, as ſoon as he has Notice of the Truth thereof, to get a Proteſt made by a Notary Publick in due Time, and to ſend the ſame, with the Bill, to the Remitter, that he may procure Satiſfaction from the Drawer; and Advice ſhould not only be immediately given to him, but even to the laſt Indorſer, that every one concerned may be acquainted with the Occurrence, and the Drawer thereby impowered to order ſome other to pay his Bill if he pleaſes, and thereby prevent the Loſs which Re-exchanges bring with them.

25. If the Holder of a Bill, either through Negligence, Ignorance of the Cuſtom, or of the Acceptor's Failure, or that becauſe the Bill did not come to Hand till after it was due, or from any other Cauſe or Motive, he did not, or could not, have it proteſted by a Notary Publick, nor ſent it away either before or after it was due, till probably on the laſt Reſpite Day; yet this Negligence or Ignorance doth not hinder the Poſſeſſor's having Redreſs on the Drawer and Endorſer, altho' the Acceptant failed before it became due.

26. When an Acceptor fails before the Day of Payment, and the Bill is made payable to Order, the Poſſeſſor ſhould, as ſoon as poſſible, get a Proteſt made, and ſent to the firſt Remitter, though he muſt retain the Bill till it falls due, that in caſe the Drawer ſhould think proper to order the Payment of his Bill by any other, the Poſſeſſor may be ready to receive it.

27. If when an Acceptor is failed, any other offers to accept and pay the Bill for the Honour of the Drawer or of any Indorſer, the Poſſeſſor is not obliged to admit the Offer, if he has any Reaſon to ſuſpect the Circumſtances of the Perſon who makes it; but if he has not, or if the ſaid Perſon will give ſufficient Security for his Compliance, the Holder cannot refuſe it.

28. Though it ſhould be remembered, that it is not ſafe to accept a Bill, whoſe firſt Acceptor has failed, but under Proteſt declarative of his Motives to it, which Proteſt ſhould be immediately ſent to the Drawer, or to him for whoſe Account it is accepted, with the Notary's Atteſtation of its being accepted for his Honour.

29. Though the Failure of an Acceptor be certainly known, and even acknowledged by the Drawer himſelf, yet this latter is not obliged to give any Satisfaction or Security to the Remitter till he produces the Proteſt; but if this is ſent without the Bills, or the Bills without that, or both Bills and Proteſt are returned together, and theſe or either of them ſhewn to the Drawer, he is obliged to give immediate Satisfaction, or Caution for the Payment of Re-exchange and Charges; though it would be imprudent in a Drawer to make Reſtitution of the Value received, or of the Re-exchange and Charges, only upon producing a Proteſt for the Acceptant's Inſolvency; but upon producing this, and a Requiſition thereto, he ſhould give Security for the Payment thereof, at the Place where it is made payable, provided it can be done in Time; if not, for the Re-exchange, when the Bill that was accepted by the inſolvent Perſon ſhall be produced; and till the ſaid Bill be produced, he need not reſtore, nor repay any thing, without ſufficient Security to deliver the Bill, and a full Diſcharge from all future Demands; and to make Reſtitution thereof with Intereſt, in caſe the ſaid Bill be paid to any Perſon (*ſupra* Proteſt). But if there is not Time enough to order the Bill's Diſcharge at the Place it was drawn on, the Drawer muſt

muſt give the Remitter Security to pay it at *that* it was drawn from, as ſoon as it becomes due.

30. A Drawer or Indorſer is as much obliged to the Poſſeſſor of a Bill, proteſted for an Acceptor's Inſolvency, as they would be if the Bill was proteſted for Non-Acceptance.

31. When a Perſon is drawn upon and remitted to, in Bills payable to himſelf, and hath adviſed that he has accepted the Draught, if he fails before the Bill becomes due, the Loſs muſt fall upon the Drawer, or upon him for whoſe Account he drew, and he will be obliged to make good the Re-exchange and Charges, though it be not proteſted in due Form and Courſe; but if he fails on the Day of Payment, or after, then the Bill is conſidered as paid, and the Loſs muſt be borne by him for whoſe Account it was drawn, tho' it ſhould be proteſted within the Days of Reſpite.

32. When a Bill is drawn for the Account of a third Perſon, and is accepted, according to its Tenor for his Account, and he fails without making Proviſion for its Payment, the Acceptor is obliged to diſcharge his accepted Draught, without having any Redreſs againſt the Drawer.

33. If a Perſon on whom a Bill is drawn ſcruples the accepting it, for the Account of him it is adviſed to be drawn for; or if through want of Advice he is ignorant for whoſe Account it is drawn, he may accept the ſame *(ſupra Proteſt)* if he pleaſes, for the Account and Honour of the Drawer.

34. When a Bill is made payable to Order, and endorſed by a ſubſtantial Man, before Acceptance be demanded, and the Acceptor ſcruples to accept it for Account of the Drawer, or for the Account of him it is drawn for, he may (if he thinks proper) do it *ſupra* Proteſt, for the Honour of the Indorſer; and in this Caſe, he muſt firſt have a formal Proteſt made for Non-acceptance, and ſhould ſend it without delay to the ſaid Indorſer, for whoſe Honour and Account he hath accepted the Bill.

35. An Acceptance, *ſupra* Proteſt, obliges the Acceptant as abſolutely to the Payment, as if no Proteſt had intervened; it being indifferent to the Poſſeſſor of a Bill for whoſe Account the ſame is accepted, and he hath his Redreſs and Remedy as ſufficiently as ever againſt all the Endorſers and Drawers, if the Payment be not punctually made by the Acceptor at the Time of its falling due.

36. The Poſſeſſor of a Bill muſt be ſatisfied and content with an Acceptance *ſupra* Proteſt, if offered by a reſponſible Perſon (as it is of no Importance to him whether it is accepted ſimply or under a Proteſt, as the Acceptant pays the Charges) except he had Orders from the Remitter, not to admit of ſuch an Acceptance, in which Caſe he ſhould and ought to proteſt, if a ſimple Acceptance is refuſed.

37. When a Bill is accepted, *ſupra* Proteſt, and the Holder is not ſatisfied therewith, but by the Notary Publick and Witneſſes demands a ſimple Acceptance, and upon Refuſal, makes a Proteſt; the Acceptant (if he continues reſolved not to accept ſimply and freely) ſhould renounce the Acceptance he had made, and inſiſt that it be ſo inſerted in the Proteſt, and be conſidered as null and void, as if it had never been done, otherwiſe he will act imprudently, and may ſuffer for it.

38. Neither the Poſſeſſor of a Bill, nor he that may demand Acceptance, nor any third Perſon whatſoever, may accept a Bill of Exchange previous to a Refuſal from him it is drawn on, or that he cannot be found, and hath left no Order for the Acceptance; in any of which Caſes, either the Poſſeſſor himſelf, or any other, may accept it (under Proteſt) after cauſing it to be proteſted for Non-acceptance; and the Method of accepting *ſupra* Proteſt is as follows, *viz.* the Acceptant muſt perſonally appear before a Notary Publick with Witneſſes (whether the ſame that proteſted the Bill or not is of no Importance) and declare that he doth accept ſuch a proteſted Bill in Honour of the Drawer, or Indorſer, &c. and that he will ſatisfy the ſame at the appointed Time; and then he muſt ſubſcribe the Bill with his own Hand, thus, *accepted ſupra Proteſt, in Honour of* I. B. &c.

39. An Acceptance, *ſupra* Proteſt, may be ſo worded, that though it be intended for the Honour of the Drawer, yet it may equally oblige the Indorſer, and in ſuch Caſe it muſt be ſent to the latter; but ſuch an Acceptance tends rather to the Diſcredit than the Honour of the Drawer.

40. When the Poſſeſſor of a Bill hath admitted of a third Perſon's Acceptance, *ſupra* Proteſt, in Honour of the Drawer, then the Drawer is freed from any Obligation to give a further Satisfaction to the Remitter; but if the Acceptance be made in Honour of an Endorſer only; the Bill is as abſolutely proteſted in Reſpect of the Drawer, and he obliged to give Satisfaction either to the Endorſer (for whoſe Honour it was accepted) or to the Remitter, as if the Acceptance (under Proteſt) had never been made.

41. If a Bill be proteſted for Non-Acceptance, and after being accepted (*ſupra* Proteſt) by a third Perſon, the intended Acceptant (on receiving freſh Advices and Orders) determines to accept and pay it; the Acceptor (under Proteſt) may ſuffer it, though the

the Poſſeſſor cannot be obliged to free him from his Acceptance; and in caſe the two Acceptors agreed, he that was originally deſigned ſuch, is obliged to pay him who has accepted *ſupra* Proteſt, his Commiſſion, Charges, *&c.* as it was by his Acceptance that the Bill was prevented from being returned proteſted.

42. Any Man that will, may, (*ſupra* Proteſt) accept a proteſted Bill for the Honour of the Drawer, or any particular Drawer that was before accepted (*ſupra* Proteſt) in Honour alſo of ſome one particular but later Endorſer, and the firſt Acceptant is obliged to allow of the ſame, and yet remain obliged for his firſt Acceptance, but the laſt Acceptant is obliged to pay and allow Proviſion and Charges to the firſt, for the Reaſons aſſigned in the preceding Caſe.

43. He that accepts a Bill *ſupra* Proteſt, puts himſelf abſolutely in the Stead of the firſt deſigned Acceptant, and is obliged to make the Payment without any Exception: and the Poſſeſſor hath the ſame Right and Law, againſt ſuch an Acceptor, as he would have had againſt the firſt intended one, if he had accepted.

44. When any one accepts a Bill *ſupra* Proteſt, he may lawfully demand a Recompence for the Credit given him, for whoſe Honour he accepted it, at leaſt his Commiſſion, Poſtage, and other Charges; and in Caſe he ſhould be forced to take his Reimburſement by Redraughts on the Perſons for whoſe Account he accepted and pays, his Bill ought to meet with a juſt and ready Compliance, beſides a grateful Acknowledgment of the Favour.

45. No one ſhould accept a Bill under Proteſt for the Drawer's Honour, till he has firſt learned the Reaſons from the intended Acceptant, for his ſuffering it to be proteſted; but if the Acceptance be in Honour of an Endorſer, ſuch an Enquiry is needleſs.

46. Though the Drawer of a Bill, under Proteſt for Non-acceptance, and his Hand-Writing be never ſo well known, yet every one ſhould be cautious in accepting it *ſupra* Proteſt for his Honour, provided the Perſon for whoſe Account it was drawn, be unknown, and cannot be found.

47. Any one accepting a Bill *ſupra* Proteſt, either for the Honour of the Drawer or an Endorſer, tho' it be done without their Orders, or Knowledge, yet he hath his Redreſs and Remedy on the Perſon for whoſe Honour he accepted it, who is obliged to indemnify him, as if he had acted entirely by his Directions.

48. If the Acceptant of a Bill, under Proteſt, for the Honour of a Drawer or Endorſer, receive his Approbation of the Acceptance made, the Acceptant may freely pay the Bill, without any Proteſt for Non-payment; but if the Perſon, for whoſe Honour the Bill was accepted, returns no Anſwer to the Advice, or replies with a Diſapproval thereof, unthankfully remarking that it was done without Orders; in this Caſe the Acceptant, *ſupra* Proteſt, muſt cauſe a formal one to be drawn up for Non-payment, againſt him to whom the Bill was directed, and on his continuing to refuſe Payment, and he that has accepted it, is obliged to do it for him; he ſhould engage the Poſſeſſor to transfer all his Action, Right, and Law of the Bill to him, for though this is not abſolutely neceſſary, yet it will corroborate his Demands when he comes to have recourſe againſt the Perſon for whoſe Honour he accepted it (whether Drawer or Endorſer) or on any of the former Endorſers.

49. He that accepts a Bill in Honour of the Drawer, hath no Remedy againſt any of the Endorſers, becauſe he obligeth himſelf only for the Drawer; and he that accepts for the Honour of an Endorſer, can have no Advantage from any one, ſubſequent to him for whoſe Honour he accepted, but he and all that were before him (the Drawer included) are obliged to make the Acceptor Satisfaction.

50. When a Bill is proteſted for Non-payment, any Man may pay the ſame (under Proteſt) for the Drawer's or Endorſer's Honour, even he that made, or he that ſuffered the Proteſt.

51. A Man after having freely and willingly accepted a Bill, cannot ſatisfy the ſame under Proteſt, in Honour of an Endorſer, becauſe he, as Acceptant, is already obliged to him; but an intended Acceptant, not having yet accepted the Bills, may diſcharge them for the Honour of the Endorſer or Drawer, as if he was a third Perſon unconcerned.

52. When a Perſon has Bills paſſed on him for the Drawer's Account, who having made no Proviſion for the Payment thereof, gives the Acceptor Room to fear he ſhall have ſome Difficulty in obtaining a Reimburſement, in ſuch Caſe, this latter may ſuffer them to be proteſted when due, and afterwards either pay them himſelf or ſome other for him, under Proteſt, cauſing the Right and Title to be transferred to him, to enable him to proſecute the Drawer in caſe of Need, or by this Means the more eaſily to prevail on him to refund the Value he received, when probably it would be difficult to perſuade him to reimburſe what the Acceptor has paid for him.

53. No Man muſt pay a Bill under Proteſt for Non-payment, till he has declared before a Notary Publick, for whoſe Honour he diſcharges it, whereof the Notary muſt give an Account to the Parties concerned, either jointly with the Proteſt, or in a ſeparate Inſtrument or Act.

54. He

54. He that pays a Bill *ſupra* Proteſt, immediately ſucceeds the Poſſeſſor in the Right and Title thereof, although there be no formal Transfer made, nor no *Ceſſio Actionis* from the Holder to the Payer; yet to prevent all Diſputes, it may be more adviſeable, eſpecially in ſome Caſes, to have this *Ceſſion* made in Form, and to this the Poſſeſſor is obliged whenever it is demanded of him.

55. The Poſſeſſor of a Bill, proteſted for Non-payment, is not obliged to admit of its Diſcharge from a third Perſon (*ſupra* Proteſt) either in Honour of the Drawer or any Endorſer, unleſs he declare and prove that the Honour of that Bill was particularly recommended to him, in which Caſe the Holder is abſolutely obliged to admit the Payment from him, as if the intended Acceptant had diſcharged it.

56. But if the proteſted Bill be endorſed by the Poſſeſſor's Correſpondent, and was remitted by him, then the Poſſeſſor, if he acts circumſpectly, will not admit of any Payment in Honour of the Endorſements, but under the expreſs Condition that the Payer ſhall have no Redreſs or Remedy againſt the ſaid Correſpondent.

57. He that diſcharges a Bill proteſted for Non-payment, in Honour of the Drawer, hath no Remedy againſt the Endorſers, though he that honours a Bill (proteſted for Non-payment) for an Endorſer, hath his Remedy not only againſt the ſaid Endorſer, but againſt all that were before him (including the Drawer) though he hath no Action, Law, or Right againſt the Endorſers that follow him, for whoſe Account the Payer was willing to diſcharge the Bill; as has been mentioned about accepting Bills, *Sect.* 49.

58. When ſeveral Perſons offer to honour a proteſted Bill, for Non-payment, he that proffers to do it in Honour of the Drawer ſhould firſt be admitted, and then he that intends the ſame for the earlieſt Endorſer.

59. When a Bill is paid, under Proteſt, in Honour of an Endorſer, and the Acceptant adviſeth the Payer that there is another (or that he himſelf) will diſcharge it for the Honour of an earlier Endorſer or of the Drawer, and this before he that paid hath reimburſed himſelf by redrawing, when he is obliged to admit of it, from the ſecond, and to transfer his Right to him, though the ſecond Payer will be obliged to refund to the firſt, not only his Charges, but half Commiſſion alſo.

60. Men ſhould be very circumſpect and cautious in accepting or paying Bills for Honour of the Drawers, and ſtill more ſo when they do it for the Honour of an Endorſer; and ought to be very well acquainted with the Character and Circumſtances of the Perſon for whom they engage their Firm or pay their Money; and this Precaution is more eſpecially to be obſerved, when a ſolvent Acceptor ſuffers a Proteſt for Non-payment, and his Reaſons for ſo doing are ſtrictly to be enquired after, previous to a Payment for the Honour of any one concerned, as they may be ſuch as might diſſuade any other from paying them *ſupra* Proteſt, though if they are entirely ſatisfied of the Subſtance of the Acceptor, they may with leſs Fear pay the Bill, as he is obliged for its Diſcharge in caſe the Drawer or Endorſers refuſe.

61. If the Proteſt for Non-payment be ſent away, it is unadviſeable to offer Payment under Proteſt, though the Bill be ſtill retained, unleſs the Poſſeſſor will give ſufficient Security to make Reſtitution, in Caſe the Drawer or Endorſer ſhould have repaid the Value and Charges, or otherwiſe agreed with the Remitters.

62. A more than ordinary Circumſpection is likewiſe required, in the Payment of Bills (under Proteſt) that are made payable to Order, and at ſome Days Sight, when there hath been any Neglect in the procuring Acceptance; and above all, Men ſhould be fearful to meddle with Bills that were not duly and timely proteſted.

63. When a Bill is paid, *ſupra* Proteſt, in Honour of the Drawer or Endorſer, the Payer uſually (if he has no Effects in his Hands) redraws the ſame directly on him for whoſe Account he paid it, with the Addition to the Sum mentioned in the Bill, of the Charges of Proteſt, Brokerage, Poſtage, and Commiſſion.

64. And when he that pays under Proteſt hath revalued for his Advance, he ought, with the Advice of his Draughts, to ſend the Proteſt with the proteſted (and by him diſcharged) Bills of Exchange, jointly with the Inſtrument of his tendered Payment and its Acquittance, to his Correſpondent, that they may be ſhewn to the Perſon, for whoſe Honour he paid, at the Time of demanding Acceptance of his Bills for Reimburſement, which ought in Gratitude to be punctually complied with; though if it ſhould not, and the Perſon drawn on refuſes Acceptance and Payment, he may be compelled thereto, as well as to defray all the Drawer's Charges and Damages, the Right being now in him, either by or without a Transfer of it from the firſt Poſſeſſor, as has been before explained.

65. If a Drawer make any Diſpute, and alledge that his Bill was accepted, and therefore the Remitter muſt ſeek his Redreſs from the Acceptant, *&c.* he ſhould be informed that he muſt primarily be applied to before it can be ſued for from the Acceptor; and

and if a Drawer has any Suſpicion that his Bill (tho' accepted) will not be paid, he ſhould recommend the Care of it to ſome other Perſon for his own Credit, who may afterwards have Recourſe againſt the Acceptor, as this latter's refuſing Payment expoſes him to immediate Execution.

66. In caſe of a Perſon's refuſing Payment of his accepted Bills when due, they ought to be proteſted and ſent with the Proteſt to the Remitter or Drawer, which of the two it was that forwarded them, except they ſhould order their Correſpondent to detain the Bill, with a Proſpect of obtaining their Diſcharge from the Acceptor.

67. The Poſſeſſor of an endorſed accepted Bill, proteſted for Non-payment, and not diſcharged *ſupra* Proteſt, hath his Redreſs on the Drawer and all the Endorſers, and therefore it is uſual for the Poſſeſſor of ſuch a Bill to redraw for its Value, *&c.* on him from whom he received it, whether he be the firſt Remitter, or any other Endorſer; but if he is not to be found, or has failed, or if it is more for the Poſſeſſor's Conveniency, or to comply with the Requeſt of a later Endorſer, he may draw upon ſome earlier Endorſer, and demand of him or the Drawer, Reſtitution of the Value and Charges, and in caſe of Refuſal, compel him to it; but, however, the Perſon from whom he received, or with whom he negociated the Bill, is obliged to refund, and he again hath his Redreſs on the Acceptant, Drawer, or any other earlier Endorſer.

68. The Poſſeſſor of ſuch a Bill muſt not directly demand Reſtitution from the Drawer, before he has given Notice of the Non-payment and Proteſt to the Endorſers, leſt he loſe his Redreſs on them; and he ſhould, as well in caſe of Proteſt for Non-acceptance as for Non-payment, adviſe the Remitter thereof without Delay, and ſend him a Copy of the Proteſt, that he may get Security from the Drawer.

69. No Bills of Exchange, proteſted or to be proteſted, can be attached in the Notary's Hands, except only when an Acceptor can demonſtrate that he hath fully paid their Contents, and in this Caſe the Attachment will lie; otherwiſe it is of no Force or Validity; and the Notary may, nay, muſt when demanded, reſtore the Bill and Proteſt to him from whom he received it, to act therewith as he ſhall judge convenient.

70. No Perſon can be compelled to pay a Bill which he has not accepted; nor the Drawer or Endorſer to the making Reſtitution, unleſs the Bill be returned with Proteſt for Non-payment; but if it is, and the Proteſt is in all Circumſtances right made, he that gave or negociated the Bill muſt make immediate and punctual Satisfaction for the Value, Re-exchange, Commiſſion, Brokerage, Poſtage and Proteſt.

71. The Drawer of a Bill payable to Order, is no farther obliged (though the proteſted Bill was endorſed in ſeveral Places, and returned the ſame Ways) than for Payment of the Redraught made from the Place where the Bill was to be diſcharged directly to that where it was drawn, and at ſuch a Courſe of Exchange as then governed; and the Endorſers are likewiſe no farther obliged than for the Revaluing from the Place intended for its Payment directly to that where it was reſpectively endorſed by them.

72. When a Bill is in the ſame Place ſucceſſively endorſed by ſeveral Perſons, and is returned with Proteſt to the laſt Endorſer, he is obliged inſtantly to make Satisfaction, either by himſelf or by ſome other Endorſer before him, or for him; and if he pay, and ſatisfy it himſelf, he is not then to demand Proviſion or Charges of the other Endorſers or Drawer in the ſame Place, more than what he has actually paid.

73. The Remitter or Poſſeſſor of a Bill proteſted for Non-payment, is not preciſely obliged to ſollicit Reſtitution from the Drawer or Endorſer, if he had rather ſeek his Redreſs from the Acceptor; and on the contrary, he need not regard the Acceptant, if he prefers ſeeking Satisfaction from the Drawer or Endorſer, nor is he obliged to allow them any Time for the Payment, but may, if it be not punctually complied with, proceed againſt which of them he pleaſes.

74. No Drawer or Endorſer is obliged to make Reſtitution on ſight of the Proteſt alone, nor on ſight of the Proteſt and the unaccepted Bill, when one of them hath been accepted; but he is obliged to give a ſatisfactory Security to the Remitter on his producing only the Proteſt, and to make Payment when this and the accepted Bill are preſented together.

75. If a Perſon who has accepted a Bill, refuſes Payment when it is due, and the Bill on being returned with Proteſt that the Drawer may ſatisfy it, meets with a Refuſal from him alſo, and is ſent back again to the Poſſeſſor, this latter in ſuch Caſe has as much Right and Law againſt the Acceptor as againſt the Drawer, and may force either of them to a Compliance.

76. Though the Poſſeſſor of an accepted Bill hath no Redreſs againſt the Drawer, if he omits to proteſt it for Non-payment, till the Days of Grace are expired, yet if the Drawer be ſtill in Credit, he muſt ſend it to him with the Proteſt, as till this is done,

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and they are returned, he cannot compel the Acceptant to diſcharge it.

77. When a Bill is made payable for the Drawer's own Account, and is not diſcharged when due, but proteſted for Non-payment, the Poſſeſſor need not return it on the Drawer, but may inſtantly compel him to make Satisfaction whenever he is found.

78. The Acceptant of an Endorſed Bill, proteſted for Non-payment, cannot be proceeded againſt by Arreſt or Attachment, though any one or all the Endorſers refuſe to make Satisfaction, unleſs the Drawer alſo refuſe to do it, and this be proved by good Evidence; and the Acceptant of a Bill returned to the Drawer with Proteſt for Non-payment, and ſent back undiſcharged by him, is only obliged to pay the Exchange and Rechange, Proviſions, and Poſtage, without any other Charges.

79. And the Exchange is reckoned according to the Courſe at Sight at that Time and Place where the Proteſt is made, to the Place where the Payment ſhould be made by the Drawer; but if it is not complied with there, then the Sum is again encreaſed, by the Commiſſion and Poſtage being added, and the Courſe is now reckoned upon the whole Sum, according as it ſhall govern at that Time and Place upon Sight, to the Place where the Bill is to be paid, and the Acceptant is obliged to pay the Rechange and all the Charges, although the Parcel was not effectually negociated and redrawn, *i. e.* Rechange, Proviſion, and Poſtage muſt be twice paid, &c. as Proviſion twice for the Exchange and Rechange; the Charges being only for Poſtage and Proteſts, unleſs the Acceptant (by Delays and Excuſes) forces the Poſſeſſor upon ſome neceſſary Charges, to recover which the Acceptant is obliged to pay; but no extraordinary ones, ſuch as Travelling. &c. will be allowed.

80. And if the Acceptant under the aforementioned Circumſtances refuſe immediate Payment to the returned Bill, a legal Intereſt may be charged him, from the Day that the Bill was due to the Time of its Diſcharge; though he ſhall not be obliged to make good any other Loſs or Damage than thoſe beforementioned, notwithſtanding the Expreſſions uſed in the Proteſt, as theſe are not to be conſtrued as obligatory on the Acceptant to ſatiſfy any Loſs or Damage which the Poſſeſſor may pretend he has ſuffered from a Want of punctual Payment, and by this Means fruſtrating his Deſigns of ſome beneficial Engagement, or Loſs of a convenient Opportunity for advantageouſly employing the Sum detained.

81. When a Drawer is not of an eſtabliſhed Credit in the Commerce of the Place he is ſettled at, it is common for ſome Merchant, who inclines to forward and protect, at firſt to endorſe his Bills, till Time and Opportunity have rendered him and his Dealings better known; but if any ſuch Friend excuſes to endorſe his Bills, and yet has a Mind to ſerve him, it is frequent on ſuch Occaſions for that Friend to ſubſcribe the ſecond or third Bill, which is done by the ſole ſetting his Name under that of the Drawer, without adding a ſingle Syllable thereto, as this doth as fully and amply oblige him as it does the Drawer, though the Obligation only extends to the Bill ſo ſubſcribed, for which the Underwriter is anſwerable to the Remitter or any other this latter negociates it with; but if the Remitter keeps the ſubſcribed Bill himſelf and the Poſſeſſor of the other two unſubſcribed would ſeek any Redreſs againſt the Security, he cannot for want of the Bill that is ſubſcribed; but as ſuch Negociations are only practiſed for the Safety and Satisfaction of the Deliverer, without an Intention in any Shape to diſcredit the Drawer, they are uſually concealed, and the ſubſcribed Bill ſeldom ſent away.

82. And when ſuch ſubſcribed Bills are ſatisfied, they ſhould be returned to the principal Drawer, as he in the firſt Bill acknowledges to have received the Value, and the Remitter would be very imprudent if he paid it to the Subſcriber though he contracted with him, and regards his Firm more than that of the Drawer's, but the Subſcriber ſhould take care to enquire of the Remitter or Poſſeſſor, whether the Bill was punctually complied with when due, that he may for his Security have that carrying his Firm cancelled.

83. Enchange is made in the Name, and for the Account of a third Perſon, when any one acts therein by the Order, full Power, and Authority of another, which is commonly termed *Procuration*; and theſe Bills may be drawn, ſubſcribed, endorſed, accepted and negociated, not in the Name or for the Account of the Manager or Tranſacter of any or all of theſe Branches of Remittances, but in the Name and for the Account of the Perſon who authorized him.

84. And as ſuch an unlimited Power if abuſed may be of the moſt fatal Conſequence to the Giver of it, who certainly puts his Welfare and Fortune in his *Procurator*'s Hands, it ought not lightly to be granted, nor till the moſt ſedate Reflections and thorough Knowledge of the Perſon will juſtify the Step, and bring it within the Limits of Prudence; therefore a diſcreet Man will not hazard his Subſtance by ſuch a Subſtitution, except through mere Neceſſity, and then will act with all the Circumſpecti-

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on poſſible in his Choice; and when he has paſſed his Nomination, and authentically ſubſtituted his Agent, he muſt adviſe thoſe Correſpondents on which his Procurator may occaſionally want to draw, &c. with his having given ſuch a Power, and deſiring them to honour the Firm of his Subſtitute, whenever made uſe of for his Account.

85. And he that by ſuch a Procuration does either negociate, draw, endorſe, ſubſcribe or accept Bills of Exchange, by ſubſcribing his own Name and Quality (that is, the Attorney of his Employer) does thereby as effectually oblige his Principal as if he himſelf had firmed, whilſt the Procurator is not in the leaſt obligated; but if any one, under the Pretence of having a full Power from a Perſon of Credit, tranſacts any Buſineſs for his own Account, he is not only obliged to perform all that he hath negociated in the Name of another Perſon, but is likewiſe liable to be puniſhed ſeverely for the Deceit; and ſuch a Pretence no way obliges the Perſon whoſe Name is made uſe of therein.

86. It will therefore be prudent in every Remitter or Poſſeſſor of Bills to refuſe any Drawings or Acceptance by the Wife, Servant, &c. of thoſe they pretend to repreſent, unleſs they firſt produce the Power they ſay they act under, and this be in every Reſpect full and ſatisfactory; and neither antiquated, recalled, or cancelled; and it is aſſerted by *Marius* and others, that a Merchant's Letter to his Wife, Friend, Servant, or any other, to accept Bills of Exchange is not ſufficient without a Power of Attorney in Form, though if there ſhould be no ſuch Inſtrument made to either of the aforementioned Perſons, yet if either of them have formerly in the Principal's Abſence uſually accepted his Bills, and he approved thereof at his Return, I believe on Proof of this it would always be conſtrued as his Intention, and be as valid and binding as a legal and formal Inſtrument.

87. In Negociations of Bills, the Procurator ſhould, before he concludes any, adviſe the Perſon treating with him, of the Quality in which he acts, that he may be ſatisfied of the Validity of his Deputation; for if without mentioning any thing thereof previous to his Contracting, either by himſelf or a Broker, the other Party is not obliged to ſtand to the Agreement, or pay him any Money if he has acted as a Drawer, but may refuſe to have any thing to do with him; though on the contrary, the Poſſeſſor of a Bill muſt admit the Acceptance of a Procurator, provided his Letter of Attorney be general, or expreſsly declaring that all Bills by him accepted, are for Account of the Principal, or limited only to the Acceptance of thoſe Bills that the Poſſeſſor has; but if the Procuration be not clear and expreſs in theſe Particulars, then the Holder is not obliged to admit the Acceptance of one whoſe Power to perform it is doubtful or inſufficient.

88. When Bills of Exchange are drawn on one Place, and made payable in another, the Intention of ſuch a Draught ſhould be mentioned at the Time of Agreement, otherwiſe it is not binding; and when Bills are drawn in this Manner, it is cuſtomary for the Acceptant to mention the Houſe they are to be paid at. *As for Example*; *A. B.* of *London* draws 500 Dollars on *C. D.* of *Bilboa*, payable in *Madrid*, which the Remitter ſends to his Correſpondent there, and he to his at *Bilboa*, where being preſented to the ſaid *C. D.* he accepts it to be paid by *E. F.* (or in the Houſe of *E. F.*) of *Madrid*, and takes care to furniſh the neceſſary Fund in Time for its Diſcharge, otherwiſe the Bill will be proteſted for Non-payment in *Madrid*, as *E. F.* lies under no Obligation to pay it, if he has not Effects of the Acceptant's in his Hands, neither is he obliged to declare whether he will pay it or not before it is due.

89. It is ſometimes cuſtomary in Caſes like the above, for the Remitter (if he has no Correſpondent at the Place the Bill is drawn on) to deſire the Drawer to ſend the firſt for Acceptance, and to return it accepted to him, or elſewhere as he ſhall direct, which the Drawer cannot well refuſe, though he is not ſtrictly obliged to a Compliance; however, when once conſented to, and he does not return the Bill accepted in a convenient Time to the Remitter, or forward it according to his Order, this latter ſhould ſend the ſecond Bill to ſome other Perſon to procure Acceptance (as he cannot oblige the Drawer to give him any farther Satisfaction) in Caſe this has not been done to the firſt, and if refuſed, to enter a Proteſt.

90. If the Acceptant of a Bill does not live in the Place where it is payable (as in the foregoing Caſes) and in order to diſcharge it, remits the Holder other Bills due the ſame Time his is, the ſaid Holder is not obliged to admit them in Payment, and if he conſents to it may juſtly demand his Commiſſion on them, as he has a double Trouble in the Recovery of his Money; and on the contrary, if the Poſſeſſor deſires the Acceptant to ſend him the Value of the Bill in others or in Specie, the Acceptant is under no Obligation to comply, unleſs he has an Allowance or a Proviſion for his Pains.

91. If the Perſon to whom the Bill is addreſt will not accept it, a Proteſt muſt be entered againſt him for

for Non-acceptance, but that for Non-payment is properly made (as before obſerved) at the Place where the Bill is payable, and though the Poſſeſſor is under no Obligation to ſeek elſewhere for Payment; yet he may, in caſe of its not being punctually diſcharged, proceed againſt the Acceptant wherever he finds him.

92. Beſides the aforementioned Method of drawing on one Place and paying in another, there is yet a different Manner of executing ſuch Negociations, as when Bills are not made payable or remitted to the Place directly where the Money is, but on ſome other Place, from whence the Value is to be redrawn or remitted, to the Place where Payment muſt be made. *As for Example:* A Perſon has Money lying at *London*, which he would willingly have at *Dantzick*, but as the *Dantzicker* cannot draw directly on *London*, he firſt paſſes his Bill on *Hamburgh* or *Amſterdam*, and orders his Correſpondent there to reimburſe himſelf on *London*; and the Motives to this Sort of exchanging are either, firſt, becauſe there is no Courſe ſettled directly, or elſe, ſecondly, where there is, it may be more advantageous not to make uſe of it, but to negociate otherwiſe.

93. When any one draws by Commiſſion, it muſt be either for the Account of him on whom he draws, or elſe for that of a third Perſon; if for the former, the Drawer ſhould punctually adviſe him of the Sum drawn, and diſtinctly in how many Bills, what Date, to whom, and when payable, from whom the Value, and at what Exchange (and indeed the ſame Exactneſs ſhould be always obſerved in regard of adviſing whenever Bills are drawn) and no Draughts ſhould be paſſed for the Account of a third Perſon without ſpecial Order from him; and it is cuſtomary on ſuch Occaſions for the Acceptant to adviſe that he will honour ſuch Draughts whenever they appear previous to the Drawer's making them; and the Drawer on his Part ſhould give punctual Advice both to his Principal and the Acceptant, whenever he executes his Commiſſion; and it is uſual in ſuch Caſes for the Drawer to mention in the Bill for whom he draws, by concluding it with theſe Words, *and place it to the Account of* A. B. *as per Advice from*, naming the Perſon, or the two initial Letters of his Name, which may prevent and obviate an Exception ſometimes made by an Acceptor, that he did not accept nor ſatisfy the Bills for ſuch an Account, but on the Drawer's only.

94. Bills may be, and many Times are, drawn upon a third Perſon's Account, who yet remains *incog.* to the Acceptor. *As for Example*; *A. B.* is ſtraitned for Caſh, and *C. D.* his Friend has none to ſpare him, yet willing to ſerve him, he makes his Credit ſupply what his Purſe denies, and paſſes his Bill on *E. F.* of *Amſterdam* for the Sum that *A. B.* wants, with Orders to redraw the ſame on him *(C. D.)* which *A. B.* pays in due time. And ſometimes Bills are drawn for Account of a third, by order of a fourth, *viz.* *A. B.* of *Antwerp* receives Orders from *C. D.* of *Madrid*, to draw for his Account on *E. F.* of *Hamburgh*, but *A. B.* finding no Opportunity of effecting it, directs *G. H.* of *Amſterdam* to value for the Sum ordered on *Hamburgh* for the Account of *C. D.* of *Madrid*, and to remit it afterwards to him the ſaid *A. B.* Or elſe *A.* draws on *B.* with Orders to reimburſe himſelf by Draughts on *C.* for the Account of *D.* but *B.* ſhould refuſe ſuch a Commiſſion, unleſs *A.* be his Security; and when he draws on *C.* he ought to adviſe him that he draws by the Order of *A.* for the Account of *D.* and alſo give Advice to *A.* with all the Particulars of the Negociation, though it is unneceſſary to correſpond with *D.* about it, this being *A*'s Obligation.

95. He that hath Orders to draw on one Place, and remit to another, or *vice verſa*, for the Account of a third Perſon, ſhould not remit before he knows he can draw, nor draw before he knows he can remit, as by the doing one he may be in Diſburſe, and by the other have his Principal's Caſh lie by longer than may be pleaſing; and when he hath an Opportunity to do both, he ſhould, before concluding, make his Calculation whether he can execute his Commiſſion within Limits (if limited) according to the Terms and Exchanges offered him.

96. When a Remitter by Commiſſion hath ſent his Bill to a third Perſon by Order of his Principal, and in his Letter of Advice hath clearly expreſſed for whoſe Account it is, then neither he nor his Employer can alter or recal the ſame, to the Prejudice of him to whom the Remiſſes are made.

97. If a Remitter in Commiſſion ſtands *del credere* for the Remiſſes, he acts indiſcreetly, if he has the Bills made payable to himſelf or Order that he may endorſe them; for though this is frequently practiſed by the chief Bankers and Exchangers, with a View to conceal from the Drawer the Perſon to whom they remit, it does not take off from the Imprudence of the Action, as the following Reaſons will evince, *viz.*

1ſt. The Endorſer may be forgotten, and from this Omiſſion may ariſe endleſs Diſputes and Conteſts; 2dly, the Remitter by this Means makes himſelf liable not only to anſwer all Damages, &c. to his Principal, but alſo to every Poſſeſſor and Endorſer of the Bill after him; for,

2dly.

2dly. By endorſing the Bill, he makes it his own Bill, and obliges himſelf on the Account of his Principal, not only for the Value by him received, but for all other Charges and Re-exchanges.

98. And though a Remitter by Commiſſion does not ſtand *del credere*, he acts with equal Imprudence, in having the Bills (as aforeſaid) made payable to himſelf or Order, and then endorſes them, for thereby he effectually engages himſelf to ſtand *del credere*, without reaping any Advantage therefrom.

99. Any Remitter on Commiſſion that ſtands *del credere*, may upon the Return of a Bill for Non-acceptance, contract with the Drawer for the Rechange and Charges, and on his receiving Satisfaction, not only be compelled to remit (if he hath not endorſed the Bill) the ſame Value for a timely Diſcharge, but alſo to give his Principal the Advance of the Re-exchange, &c. but in Caſe he hath endorſed the Bill, he may abſolutely refuſe to give away thoſe Advantages, as by his Endorſement he made it his own Bill, and he (as well as any other Drawer or Endorſer) may have the Bill diſcharged when due, and appropriate the Gains of Re-exchange to himſelf.

100. A Remitter by Commiſſion that ſtands *del credere* is not obliged to make good to his Principal any more than the Value he paid for the Bill, in Caſe it ſhould be returned with Proteſt, and the Drawer is not able to make Satisfaction, as the Rechange and Charges muſt be the Principal's Loſs (if they are loſt) becauſe the Remitter had Proviſion only on the Value paid; but if he obtain Satisfaction from the Drawer for the Rechange and Charges, he is obliged to make the ſame good to his Principal, though the Commiſſions he receives from the Drawer are his own, unleſs the juſt Sum, with the Proviſion and Charges, be effectually redrawn on him; and in this Caſe he may place a Commiſſion to his Principal's Account for the Trouble of accepting and paying the Bill.

101. And a Remitter by Commiſſion with *del credere* is obliged on a Bill's being returned with Proteſt for Non-payment, immediately to make good its Value, or to ſuffer it to be drawn on him, becauſe his ſtanding *del credere* obliges him not only for the Drawer's Sufficiency, but for its punctual Diſcharge; tho' in this Caſe the Intereſt, Rechange, &c. is all for his own Benefit, notwithſtanding the Drawer (incapable to make preſent Payment) ſhould yet give Security to make a future Satisfaction; and the Remitter, if he gives Orders for the Payment of the Bill, may charge his Employer with what he effectually pays more than the Bill was for, or what his Diſburſements exceed the Value be paid, provided he permits the Principal to recover the Loſs and Charges he ſuſtains from the Drawer.

102. When a Remitter in Commiſſion (ſtanding Security) has made Bills payable to the Order of his Principal, or to any other Perſon, that are returned proteſted, and they having been endorſed ſeveral Times in different Places, and conſequently the Advice of the Proteſt muſt be for a conſiderable Time retarded in reaching the Remitter, he is notwithſtanding obliged to make good to his Principal the Value by him paid, and that though the Drawer was for a conſiderable Time in Credit after the Advice thereof might have come to his Hands if it had been ſent directly. And in Caſe any one under the above Circumſtances executes his Commiſſion in his own Bills, and they return proteſted, he is then obliged both as Drawer and Security, to make good to his Principal the Rechange and Charges, as if he had not been the Drawer himſelf but a Stranger.

103. If any one remitting by Commiſſion with *del credere*, makes the Bills for the Account of him to whom he remits, then the Riſk of ſtanding Security finiſhes with the Day of Payment; ſo that in Caſe the Acceptant (ſuppoſing him to be the Perſon to whom the Remiſs was made) ſhould fail the very next Day after the Bills became due, and tho' a formal Proteſt for Non-payment be not entered, the Loſs will fall on the Principal, and not on him that remits by Commiſſion; but if the Acceptant fails before the Day of Payment, or does timely proteſt againſt himſelf for Non-payment, then the Loſs is the Remitter's, becauſe he alſo is the Drawer to him for whoſe Account the Draught was made.

104. When a Remitter by Commiſſion hath Orders from his Employer to make Remiſſes to ſome of his Correſpondents, that he ſuppoſes to be ſubſtantial Men (under the Remitter's Security) and there to wait the Principal's Directions, if the ſaid Remitter adviſe him that he has complied with his Orders, and mentions to whom he remitted, and the exact Sums he paid, he is not obliged to his Principal, tho' the *Remitted* ſhould fail, becauſe the *del credere* hath only Reſpect to the Goodneſs of the Bills, and not to the Solvency of him to whom they are ſent; as the Money, from the Moment of his receiving it, was at the Order and Diſpoſal of the Principal, and this latter, if he truſted the other with it, was a Matter of Choice, and at his own Riſk.

105. If a Factor has Orders to draw on one Place, and remit to another with his *del credere*, and cannot recover for his Draughts, he muſt ſuffer the Loſs, as his Security is for the whole Negociation, and not for the Remiſſes only; and if the Bills a Remitter takes be

be returned with Proteſt, and he cannot procure immediate Satisfaction from the Drawer, he may charge him an Intereſt on the Money advanced, although he then gives him Security for the Payment.

106. It is the Duty of every one drawn on by Commiſſion, to adviſe the Drawer (immediately on hearing of the Draught) whether he will accept it or not, on the Conditions, and for the Account of him for whom it was made; and if the Bill be for the Account of a third Perſon, the Acceptant muſt give him Advice alſo, of the Drawer and Sum paſſed on him for his Account, and add when it falls due, and whether he will honour it or not.

107. He that is drawn upon for the Account of a third Perſon, from whom he has received no Orders for accepting, nor is in Caſh for him, neither hath Directions to revalue on the Principal, acts prudently if he ſuffers the Bill to be proteſted for Non-acceptance, unleſs he knows the Drawer to be a reſponſible Man, and this inclines him to accept (*ſupra* Proteſt) for his Honour, which he may do if he pleaſes, and oblige the Drawer afterwards to make him Satiſfaction; but in this Caſe he ought immediately to adviſe the Drawer of ſuch his Acceptance under Proteſt.

108. He that is drawn on for the Drawer's Account or that of a third Perſon, and ſcruples to accept it for the one or the other, either freely or under Proteſt, may accept the ſame in Honour of any Endorſer (*ſupra* Proteſt) that he thinks proper to truſt, and is then obliged to give the Drawer, and the Perſon for whoſe Account it is, and alſo the Endorſer for whoſe Honour he accepts, Advice thereof; and to ſend the Proteſt, with the Inſtrument of Acceptance, to the Endorſer, that he may uſe it againſt the Drawer.

109 When the Acceptant hath accepted a Bill (*ſupra* Proteſt) in Honour of the Drawer or any Endorſer, for want of Advice, Order, or Proviſion, from him for whoſe Account the Bill is drawn, and he afterwards receives both Orders and Effects, he is then obliged to free the Drawer and Endorſer from their Obligations, and to adviſe them that he will pay the Draught for his Account for whoſe it was drawn, and that he therefore diſcharges them.

110. If any one accepts a Bill with the Drawer's Obligation, he muſt at the Day of Payment adviſe the Drawer, whether he, for whoſe Account the Bill was drawn, had made Proviſion for it, or otherwiſe diſpoſed its Payment, and if this was done, he in Conſequence diſcharges the Drawer from his Obligation.

111. When any one is drawn on for the Account of a third, by another with whom the Acceptant never had any Correſpondence, and conſequently muſt be ignorant of his Firm, he ought to be deliberate in his Acceptance, though he has Orders from his Principal to honour ſuch Draughts, and ſhould rather wait for the Drawer's Advice, that he may compare his Letter and Bill, than be precipitate in his Acceptance.

112. He that verbally or by Letter has promiſed to accept of any Bills drawn on him for a third Perſon's Account, and he to whom the Promiſe was made, does, in Conſequence thereof, give the third Perſon Credit, relying on a punctual Compliance, in this Caſe he that has engaged his Word is obliged to fulfil it, or be anſwerable for all Damages that ſhall proceed from a Breach thereof, and though he cannot by Law be compelled to an immediate Satisfaction, a regular Proceſs will oblige him to pay at laſt.

113. If a Factor has Orders from his Principal to accept a certain Sum drawn by a third for his (the Principal's) Account at Uſance, and the Drawer having no Opportunity of complying therewith at the Time, paſſes his Bills payable at Sight, in ſuch Caſe the Factor ſhould not accept them ſimply, but if he has a Mind, may (under Proteſt) accept them for the Honour of the Drawer, and revalue the ſame on him, if he continues without Orders from his Principal how to reimburſe himſelf; but if the Drawer ſhould find Occaſion to draw at half Uſance when the other half is expired, in ſuch Caſe he is obliged to accept the Draughts freely and without Reſerve.

114. If any one be drawn on in Commiſſion, and ordered to redraw the Value on ſome other Place, which he cannot comply with, either from no Money's offering, or that the Exchange is not within his Limits, and it does not ſuit his Conveniency to be in Diſburſe, he may in ſuch Caſe revalue directly on the Drawer, or on any other Place, even above the limited Courſe (if he cannot do otherwiſe) though on the beſt Terms he poſſibly can for his Principal's Advantage.

115. When any Perſon drawn on by Commiſſion hath accepted the Bill, and the Payment is not demanded when due, he muſt, notwithſtanding, debit the Principal for its Value, becauſe he is always obliged to pay it whenever it is aſked for.

116. The Acceptant of a Bill on Commiſſion, drawn on him at Time, may, and muſt demand of the Drawer his accepted Bill, if this latter ſhould think proper againſt the Time of Payment to call it in, and pay its Import himſelf, and the Drawer is obliged to reſtore it; but he ſhould, before he parts with it, clearly expreſs in Writing upon it, that he

himſelf

himſelf called in the Bill and ſatisfied it, and he is obliged to allow the Acceptant at leaſt half Commiſſion.

117. It is incumbent on him to whom a Bill is remitted in Commiſſion, 1ſt, to endeavour to procure Acceptance; 2dly, on Refuſal, to proteſt (if not forbidden) though not expreſsly ordered; 3dly, to adviſe the Remitter of the Receipt, Acceptance, or proteſting it, and in Caſe of the latter to ſend the Proteſt to him; and 4thly, to adviſe any third Perſon, that is or may be concerned in it; and all this by the Poſt's Return, without farther Delay.

118. He that has Bills remitted to him for the Account of a third Perſon, or to be at his Diſpoſal, cannot place the ſaid Bill either to his own, the Remitter's, nor to any other's Account, but is obliged to obſerve the Order of him only for whoſe Account and at whoſe Diſpoſal they were remitted.

119. If a Bill remitted for the Account, or to be at the Diſpoſal of a third Perſon, is endorſed or made payable at firſt to the Receiver thereof or to his Order, he that receives the Bill, if he has adviſed the Perſon for whoſe Account or at whoſe Diſpoſal it was directed to be, that he hath received ſuch a Bill for his Account, *&c.* cannot revoke his Word to pleaſure the Remitter, but muſt attend the Order of the ſaid third Perſon; though if he hath not writ nor adviſed him thereof, he then may at the Requeſt of the Remitter (or the Remitter at the Inſtance of the Poſſeſſor) obſerve the laſt Order, to wait for farther ones.

120. When diverſe Bills are remitted for Account of ſeveral Perſons, and previous to the Poſſeſſor's adviſing the exact Sum appertaining to each Particular, one of the Remiſſes ſhould be proteſted for Non-payment, he may, if it ſuits him, revalue the ſame on the Remitter; and in caſe he cannot get Satisfaction there, the Loſs will then fall on all the Bills, to be proportionably divided *pro Rato*, on the Sums recoverable of the ſaid Remiſs; and if the Remitter ſtood *del credere* for any, he muſt loſe *pro Roto* with the reſt.

121. When any one is drawn on for the Account of a third Perſon, and accepts the Bill (under Proteſt) for that of the Drawer, adviſing him expreſsly thereof by the Poſt's Return, then the Acceptant may (if he cannot obtain ſufficient Proviſion from the Principal, or the neceſſary Orders for his Reimburſement before the Draught falls due) revalue upon the Drawer, without being obliged to ſeek his Redreſs firſt from the third Perſon for whoſe Account the Bill was; but if the Acceptance *ſupra* Proteſt, was with the Obligation of the Drawer, then the Acceptant muſt (it the Drawer require it) have Recourſe firſt for Satisfaction to the ſaid third Perſon, though without being farther obliged than to revalue on him; and if his Bill be proteſted, and not accepted or paid, then he hath his Redreſs upon the Drawer, who in this Caſe muſt duly diſcharge the ſame.

122. And when Proviſion for ſuch a Bill (proteſted with the Obligation of the Drawer) is not timely made, by the Perſon for whoſe Account it was drawn, but inſtead thereof he gives Orders to revalue for the ſame, either on him directly or on ſome other Place, the Acceptant muſt in ſuch Caſe, before Compliance, conſult the Drawer (as he is obliged to Satiſfaction at all Events) and hold him bound till the Sum to be revalued ſhall be punctually diſcharged; and if it is not, but the ſaid Redraughts return proteſted, then the Acceptant who paid the original Bills, and muſt now ſatisfy thoſe come back with Proteſt, may revalue the Sum, with the Charges, Commiſſions, and Proteſt, on the firſt Drawer, who continued obliged to ſatisfy the ſame.

123. When a Bill is accepted *ſupra* Proteſt, for the Account or with the Obligation of the Drawer, and the Acceptant repents of the Steps he has taken, as ſuſpicious of the Drawer's Compliance with his Redraughts, he ſhould in ſuch Caſe ſuffer the Bills to return proteſted for Non-payment, after having firſt adviſed him of his Intentions, that the Drawer may take new Meaſures for their Diſcharge.

124. If any one be drawn on for the Account of a third Perſon, and accepts the Bill freely, the Acceptant in ſuch Caſe hath no Redreſs on the Drawer, who is freed from the Obligation of accepting any Redraught on him, as the Acceptant has diſcharged him by his free Acceptance, and has only Recourſe for his Reimburſement on the third Perſon, for whoſe Account he accepted.

125. When a Factor hath Occaſion to redraw for the Principal's Account, to reimburſe Draughts firſt drawn on him, he may paſs his Bills not only according to Order and within Limits, but may exceed the Order and Limits ſet him; and if he hath no Order may redraw without it, or even expreſsly againſt it in caſe of Need, as he is under no Obligation to be in Diſburſe; and in caſe the Principal will not accept his Factor's Bills ſo drawn, under Pretence that they are without, above, or againſt Order, the Acceptant muſt proceed againſt him in Law, and will undoubtedly recover both Principal, Charges, and Damages.

126. In all the Exchanges hitherto mentioned, the Drawer receives Caſh from the Remitter, for Bills given him, whoſe Import he obliges himſelf ſhall be paid in ready Money, at the Time and according

to the Conditions therein agreed on. But there is yet another Sort, called mixt or debt Exchanges, wherein the Drawer receives no Money, but gives Bills in Payment of a Debt, and in ſuch Negociations the Creditor is deemed the Remitter.

127. And ſuch Bills are made either for the Recovery of an old Debt, or to aſſure the Payment of a new one, contracted for Goods bought on Truſt; and whether the Debtor makes the Bills payable by himſelf or another, and whether the Debtor and Creditor ſettle the Courſe or not, the Debt now changes its Nature; and he that gives a Bill of Exchange becomes thereby liable to the Laws concerning them, and may, upon Failure, be proſecuted in a different Manner than he could be for a Book Debt; and therefore a prudent Creditor will, on receiving ſuch a Bill, make an abſolute Agreement with his Debtor concerning the Courſe; and upon receipt thereof, credit his Account of Goods, and debit his Account current for the Value.

128. It is unneceſſary in moſt Countries to expreſs whether the Value of Bills was paid in Monies or in any other Commodities (and I think *France* is the only Exception to this Rule) if the Debtor do but effectually receive it; and he that gives a Bill for the Payment of an old Debt, or for Goods then purchaſed, ſhould demand an Acquittance from his Creditor, acknowledging to have received Satisfaction for ſuch a Debt, or for ſuch Goods, in ſuch and ſuch a Bill of Exchange, or for ſo much of the Debt as the Bill of Exchange amounts to; and on the contrary, the Creditor muſt demand a Receipt from the Drawer, wherein he confeſſes to have received the Value of ſuch a Bill, either in an old Debt, or Goods bought, and for full Payment, or in Part.

129. When a Creditor hath received ſuch a Bill from his Debtor in full or in Part of his Debt, and it is not complied with when due, he muſt not be perſuaded by his Debtor to neglect following the ſtrict Courſe and Law of Exchange, by proteſting, &c. nor ſhould give the Acceptor longer Time, tho' ſolicited thereto, unleſs the Debtor engages under his Hand that it ſhall in no ſhape be a Prejudice to him, nor annul or leſſen the Law ſubſiſting againſt himſelf, but that the Poſſeſſor's Rights ſhall be preſerved as entire as if he had actually proteſted in due Form and Courſe; for without this the Debtor might diſown any ſuch Order or Requeſt, and defy his Creditor, after he had neglected to ſecure the Payment by the Means the Law afforded him.

130. When a Bill is drawn by Order, and for Account of a third Perſon, and after being duly accepted, the Acceptant fails, the Drawer muſt make good the Re-exchange and Charges; but for theſe he hath his Redreſs on him for whoſe Account he drew, and may charge his Account therewith, though the ſaid Perſon hath already made a ſufficient Proviſion for it to the Acceptor, or hath honoured his Redraughts; and if both the Acceptant and the Perſon drawn for fail, the Drawer hath an Action on them ſeparately to recover Satisfaction.

131. If a Bill be drawn, and accepted for the Account of a third Perſon, and he on whom it is drawn fails before the ſaid third Perſon hath made him a ſufficient Proviſion for its Diſcharge, and if the Drawer alſo fails, then he for whoſe Account the Draught was made, is freed from any Obligation to pay it, though drawn for his Account, unleſs the Poſſeſſor will give him a ſatisfactory Security to ſave him harmleſs both from the Drawer and Acceptor, or any of their Creditors, Aſſignees, &c. or unleſs it appears to him that the Poſſeſſor is ſatisfied by the Acceptant or ſome others for him, and doth relinquiſh all Pretences to both the Acceptant and Drawer's Effects.

132. When the Poſſeſſor of a Bill, payable to his Order, fails, and to defraud his Creditors, endorſeth it to another, who negociates it, and effectually receives the Value, endorſing it again to a third, &c. and though the Creditors having diſcovered the Fraud, oppoſe it, yet the Acceptant muſt pay it to him who comes to receive it, on Proof that he paid the real Value for it; but if the inſolvent Poſſeſſor has made it payable to any other directly, he might probably be allowed a Proviſion; but previous to his recovering the Principal, he muſt clearly prove how and when he paid the Value; and muſt ſwear, that before the Failure of the Endorſer was known, the ſaid Bill was, without any Colluſion or Deceit, purchaſed by and delivered to him; and if he refuſes to perform this (on an Oppoſition from the Creditors) he cannot legally receive a Farthing; and in Caſe he has recovered he muſt refund it for the common Benefit of the Creditors, and muſt alſo draw in and endorſe the Bill that he received from the Bankrupt Poſſeſſor with an Intent to defraud them.

133. When a Bill is made or endorſed payable to any Perſon, who, unknown to the Acceptor, is become inſolvent before the Day of Payment, if he (ignorant of the Poſſeſſor's Failure) diſcharge the ſame, ſuch Payment is good and valid; but if he pay to any other upon the Poſſeſſor's Order, after knowing of his Inſolvency, he expoſes himſelf to the Hazard of paying twice, and juſtly merits ſuch a pecuniary Puniſhment for his indiſcreet and unfair Proceedings.

134. When the Poſſeſſor of a Bill fails, and the Acceptor

Acceptor can demonſtratively prove that it was remitted for the former's Account, or upon Account of a Debt due to the Poſſeſſor, either from the Remitter or from any other on whoſe Account the Remiſs was made, in this Caſe the Poſſeſſor is the true Owner and Principal of the Bill, and the Acceptant may pay it to him, and he muſt credit the Value to the Perſon for whoſe Account it is; but if the Bill be for the Account of a third, or for the Drawer's own Account, and neither of them have received any valuable Conſideration (from the Poſſeſſor) for it, then it ought to be paid to him, as the inſolvent Poſſeſſor is not the true Owner of the Bill, but merely a Demander of Satisfaction; and the Acceptant ſhould be obliged, when due, to pay the ſame to the next Order of the Remitter, or the true Owner of the Bill for whoſe Account it is.

135. If a ſuſpected Poſſeſſor of a Bill ſhould fraudulently twice draw in effectually the ſame Bill, and give the *firſt* to one Man, with Directions where to find the *ſecond* accepted; and the *ſecond* to another, with Directions where to find the *firſt* accepted; in this Caſe he only hath Right and Title to the Money that firſt procures Acceptance (he not finding any accepted Bill as he was directed) whether it be to the *firſt* or *ſecond*, it makes no Difference, nor whether it was firſt or laſt negociated by the fraudulent Endorſer.

136. When the Poſſeſſor of a Bill is become a Bankrupt, and in Order to defraud his Creditors, or others, conceals the Bill, which they have good Reaſon to conclude muſt ſtill remain in his Hands, the Acceptant is obliged to declare whether he hath accepted ſuch a Draught, and if he anſwer in the Affirmative, the Creditors, or any other intereſted Perſons, may prohibit the Acceptor's paying it without their Knowledge and Conſent; and if any one appear at the Day of Payment, to recover, he muſt declare and prove, that he is the true Poſſeſſor of the Bill, and if none appear, the Acceptant is obliged to pay the Import of it to the Creditors or Aſſignees of the Bankrupt Poſſeſſor, they giving Security that the Acceptant ſhall be no ways prejudiced thereby; or if he ſcruple doing it on their Security, he may depoſit it in the Hands of Juſtice, for Account of the true Owners thereof; and if the Acceptant refuſe Compliance, both with the one and the other, the Creditors or their Aſſignees may proteſt againſt him for Non-payment, and ſend the ſame to the Remitter to procure Satisfaction of the Drawer, and if he makes none, they may compel the Acceptant thereto.

137. When a Bill is made payable to the Order of any Perſon who has failed before it reach him, and he, notwithſtanding, on Receipt, endorſes it, and makes it payable to ſome other, who demands Acceptance thereof, and the Acceptant (being ignorant of the Failure of the firſt Poſſeſſor) duly honours the ſame; in ſuch Caſe the Acceptant (getting Knowledge of the Bankruptcy of the firſt Poſſeſſor, and that this preceded his Endorſement thereof) may refuſe Payment of the Value to his Order, as the inſolvent Poſſeſſor had no Faculty or Power, after his Failure, to endorſe a Bill of Exchange, and therefore it would be honeſt and prudent in the Acceptant, under ſuch Circumſtances, to offer Payment thereof to the Creditors, provided they give him a ſufficient Security for his Indemnification, though if they refuſe this, he ſhould ſuffer the Bill to be returned with Proteſt.

138. It affords a juſt Suſpicion of Fraud, when the Debtor of a Bankrupt pretends a Demand on the latter's Effects for having accepted and paid a third Bill (at the Inſolvent's Requeſt) to ſome of his Creditors, whilſt his Reputation ſtood yet unimpeached; or that the Bill, whoſe third he ſubſcribed, was proteſted and he forced to pay the Rechange and Charges; as the Debtor and Creditor or Poſſeſſor of ſuch a Bill may, by an Underſtanding between them, make many ſuch Bills to the great Detriment of the Bankrupt's Creditors.

139. When the Poſſeſſor of a Bill hath neglected to procure Acceptance in Time, and the Perſon on whom it is drawn refuſes it afterwards upon Account of the Drawer's Failure, the Poſſeſſor has no greater Privilege or Preference to the Drawer's Effects in the Acceptor's Hands than the other Creditors have, tho' the Drawer drew merely on thoſe Effects, and the Draught would have been duly honoured if it had been preſented and Acceptance demanded before the Failure of the Drawer was known.

140. Though the Poſſeſſor of a Bill (whoſe Acceptant fails before it becomes due) hath an open Account with him, and is his Debtor for a greater Sum than the Bill imports, and may now ſet off its Value, yet it would be more prudent in him to proteſt the Bill for Non-payment, and ſuffer it to be returned.

141. If the Drawer, or the Party for whoſe Account a Bill is drawn, fails before Proviſion is made to the Acceptant, then this latter paying at the Time, or if not accepted or not paid, but returned with Proteſt, the Drawer is entitled to a Preference, before all other Creditors, upon any of the Effects of the Inſolvent that may have in their Hands.

142. When the Acceptor of a Bill hath Remiſſes made him to diſcharge it, by the Perſon for whoſe

Account he accepts, and he, after receiving ſuch Remittances, and before Payment of the Draught on him, *fails*, then the Principal muſt anſwer the Re-exchange and Charges, and be content to come in with the reſt of the Acceptor's Creditors; but if upon the Acceptant's Failure the Remiſſes are found in his Poſſeſſion unreceived, then the Principal, who made them, has a Right to their Return, and they muſt be paid to his Order; and in Caſe the other Creditors have recovered their Import ſince the Acceptant became inſolvent, they are obliged to repay the ſame.

143. The Poſſeſſor of a Bill proteſted for Non-acceptance or Non-payment, whoſe Drawer and Acceptant are both failed, muſt concur with the reſt of the Creditors not only for the Value that was paid, but alſo for the Rechange and Charges, and for the Sum that the Drawer or Acceptant ſhould have paid if they had continued ſolvent.

144. If both the Drawer and Acceptant fail, the Poſſeſſor hath a juſt Right and Title to demand Payment of both their Effects; and it is in his Option to begin with which he pleaſes firſt, and where the Appearances are greateſt for a ſpeedy Recovery; and if one of their Effects are not ſufficient for Satisfaction, he may then get as much as he can of the other's, as they are both obliged.

145. And the ſame Right that he hath to the Effects or any thing elſe appertaining to the inſolvent Drawer or Acceptor, till he hath received Satisfaction, he has likewiſe againſt any or all the Endorſers, if the Bill be returned unaccepted, and if the Bill be accepted, and the Acceptor, Drawer, and Endorſers ſhould all fail, he may come upon all their Effects for Satisfaction.

146. The Poſſeſſor may demand the full Sum, with all Charges, out of the Goods and Effects of that inſolvent Drawer, Acceptor, or Endorſer, where he ſhall think proper firſt to make his Claim; and what he receives there he muſt place to Account in Part of Payment of his Demands; and if he does not receive full Satisfaction he cannot demand the Whole again from another, but only the Remainder, and ſo from one to another till he be entirely ſatisfied.

147. If the Poſſeſſor of a Bill, whoſe Drawer, Acceptor, and Endorſers are all failed, receives ſomething in Part of Payment, and the Bankrupt's Truſtees do thereupon demand an Acquittance, with the Ceſſion of the Action to him or them, the Poſſeſſor ſhould not acquit nor transfer more of his Right to them than for the Value that he hath received.

148. When the Poſſeſſor has received from one of the Bankrupts, Part of his Demands, and applies to another of them for the Payment of the Remainder, he cannot cede or transfer his Right of Action againſt the Perſon from whom he has recovered Part, becauſe he was there admitted into the Concourſe of Creditors for his whole Demand, and accordingly received his Proportion; ſo that though a Poſſeſſor enter into ſuch a Concourſe, and receive as much of his Debt as he can get from one of the failed Parties, and thereupon doth abſolutely diſcharge him, yet for the Remainder he may come upon the other Endorſers or Drawer, till his Bill be fully ſatisfied, only he cannot transfer his Action againſt him whom he hath diſcharged.

149. When the Poſſeſſor of a Bill, whoſe Drawer, Acceptor, and Endorſers, are all failed, does firſt receive in Part of his Demands from one of the Bankrupts for whoſe Account the Bill was drawn, but hath either drawn, endorſed, or accepted the Bill for that of another, without having any Effects in Hand; then the Poſſeſſor muſt enter into an Agreement with him who paid in Part, jointly to demand of the others (or any one of them) that failed, the remaining Sum, with Charges.

150. If the Poſſeſſor of an accepted Bill dies without leaving Executors, or any one to act in his Affairs, ſo that no one hath Authority to demand Payment of it, or to give a ſatisfactory Diſcharge, and yet ſome pretending hereto, apply for its Recovery when due, and on Refuſal proteſt for Non-payment; in this Caſe the Acceptant muſt adviſe the Drawer of all the Circumſtances, and his Motives for Non-compliance, who muſt on his Part conſult with the Remitter to give further Orders, or he may depoſit the Sum in the Hands of Juſtice, to be reſerved for the true Owners.

151. If the Poſſeſſor of a Bill accepted, ſhould agree and compound with the Acceptor, and the Drawer be the Acceptor's Debtor for the Sum he accepted, though the Drawer be thereby diſcharged from the Remitter and Poſſeſſor, and alſo from the ſaid Acceptor, yet the Acceptant can debit the Drawer for no more of that Bill than he effectually paid according to the Compoſition.

152. But if the Poſſeſſor hath made his Compoſition with the Acceptant, without the Remitter's Order or Conſent, the Remittance being for the Remitter's Account, the Poſſeſſor will be liable to anſwer the whole Sum to him.

153. If the Drawer or Endorſers, being inſolvent, deny that the Bills they have drawn and endorſed, and the Acceptant has accepted, were for Effects of theirs which the Acceptor had in his Hands, or that they have ſince or before Acceptance made Proviſion for the Diſcharge thereof, they muſt at the Inſtance of their Creditors prove the ſame.

154. Be-

154. Beſides the different Species of Bills before-mentioned there are others, called Conditional Exchanges, being ſuch as the Drawer doth not therein abſolutely oblige himſelf to Payment but on certain Terms agreed on; and in theſe Bills the Condition muſt be clearly expreſt, and on *that* the Acceptor ſhould accept and pay, elſe not; wherefore if the Condition be not clearly expreſſed, theſe Kinds of Bills are like Bonds, liable to great Diſputes and Conteſts.

155. The Accepting a conditional Bill obliges the Acceptor (whether he be the Drawer himſelf, or any other) abſolutely to the Payment, if the Condition agreed upon be performed, or the Poſſeſſor will oblige himſelf to the Performance.

156. Though the Poſſeſſor of ſuch a Bill is ſometimes obliged to perform the Condition, and ſometimes not; as Exchanges grounded on impoſſible, unlawful, or indecent Conditions, are *ipſo facto* null and void.

157. When the Poſſeſſor *is abſolutely obliged* to the Performance of the Condition, it is not enough for him to mortify or deſtroy the Bill, and excuſing to demand Payment thereof, but he is obliged to make good to the Acceptant, the Loſs and Intereſt that he, or any other concerned, is like to ſuffer from the Non-performance of the Condition.

158. And on the Contrary, when the Poſſeſſor *is not abſolutely obliged*, then if any thing happens without the Poſſeſſor's Fault, that may hinder him from performing the Condition, it does not always free and diſcharge the Drawer or Acceptant, but he is in ſuch a Caſe obliged to pay the Bill, though the Poſſeſſor do not perform the Condition, if he will but make good the Loſs to the Acceptor or Drawer.

As for Example. *A.* of *London* contracts with *B.* of *Leghorn*, to provide for him a Bale of Says, on the moſt reaſonable Terms, and to ſend them to *Leghorn* at his own *(A's)* Riſk, charging *B.* ſo much *per Cent.* (as ſhall be agreed) for his Commiſſion, Riſk, and Diſburſe, in the Invoice, whoſe Import *B.* ſhall be obliged to pay in eight Days after the Arrival of the ſaid Goods at *Leghorn*; which Agreement being carried into Execution, and the Says ſhipped, and Invoice ſent, *A.* draws the Amount on *B.* in the Manner following, *viz.*

London, *January* the 7th, 1752.

Exchange for 100*l.* Str. at 51*d.* *per* Dollar.

EIght Days after the Arrival of the Bale of Says, *per* the *Goodfellow*, Capt. *John Saunders*, marked *B* N°. 1. at *Leghorn*, pay to *C. D.* or Order, for Coſt of the ſame, the Sum of one hundred Pounds Sterling, at fifty-one Pence Sterling *per* Dollar, Value in Account, and place it to Account, as *per* Advice from

A.

To Mr. *B.*
Merchant in *Leghorn.*

And when *B.* has accepted the Bill, he is obliged to comply with its Contents, without any Regard had to the Riſe or Fall of the Goods, or any other Circumſtances whatſoever, that does not hinder their Delivery; but if the Says are loſt at Sea, then the Acceptance is null, and the Bill mortified; yet if they arrive and are delivered, though damaged, *B.* muſt receive them and pay the Bill, and afterwards Charge *A.* with what the Damage ſhall be rated at, on a Survey taken by Authority.

159. Among conditional Exchanges may alſo be reckoned thoſe Bills that are given upon Account of any Wager, *&c.* are either ſingle, or reciprocal and mutual. The ſingle ones are ſuch as follow; a Perſon's giving a Sum of Money to another, who in Return gives him a Bill of Exchange, payable for a larger Sum than he received at the Day of Marriage, Surrender of ſuch a beſieged Town, or any other Contingent or uncertain Event; as alſo to ſecure a Requital for ſome Favour or Service done, when the Bill may be made as follows, *viz.*

London, *January* the 7th, 1752.

FOurteen Days after I am nominated a Commiſſioner of the Exciſe *(or after I have obtained ſuch a Suit of Law*, &c.) I promiſe to pay to *A. B.* the Sum of one thouſand Pounds, *&c.*

C. D.

N. B. *This I think is rather a Promiſſary Note of Hand than Bill of Exchange, however as it is termed this latter by ſome good Authors, I ſhall not preſume to new name it.*

160. When a Conditional Bill is not accepted, or if accepted not paid, the Poſſeſſor muſt proteſt, and ſeek his Redreſs and Satisfaction from the Drawer; taking care to inſert in the ſaid Proteſt, and alſo to prove that the Condition was performed, or that he was ready and willing to perform it, otherwiſe the Proteſt is of no Value.

161. In caſe the Poſſeſſor of a Conditional Bill, who is abſolutely obliged to the Performance of its

Contents, would mortify the Sum, and not demand Payment to avoid performing the Condition, in ſuch Caſe the Acceptant may compel him thereto, by depoſiting the Money, and proteſting againſt the Poſſeſſor for Non-performance of Conditions and all Damages occaſioned thereby, and then proceed againſt him according to the Law and Cuſtom of Exchanges; and the Reaſon is, becauſe he, the Poſſeſſor, would have acted in like Manner againſt the Acceptant, if he had been tardy.

162. If a Condition whereon an Exchange Contract is grounded was once poſſible, after the Poſſeſſor had procured Acceptance (if the Poſſeſſor was obliged to perform it) or after the Remitter received the Bill from the Drawer (provided the former obliged himſelf to a Performance) and ſhould afterwards be morally impoſſible, their neglecting the Opportunity makes them liable to ſatisfy all the Damage and Loſs that the Drawer, Acceptant, or any other concerned ſhall prove they have ſuffered and ſuſtained by it, becauſe this Condition was the Cauſe of the Contract.

163. A Condition may be ſaid to be performed, though it be not actually performed by the Poſſeſſor, if another acts for him and does it by his Order, or if another concerned in it acknowledge it as *quaſi* performed, and this will oblige the Acceptant to pay. As thus, if *A.* pay to *B.* then pay to *C.* *&c.* or if *A.* and *B.* diſcount, or *B.* confeſſes himſelf ſatisfied, the Condition is performed.

164. As *Pro Forma* Exchanges are frequently practiſed, I ſhall mention ſome Particulars concerning them in this general Treatiſe of all the different Species of Bills, and ſhall firſt obſerve, that when any one would draw on his Debtor, and avoid the Riſk of having his Bill returned, he may make his Draught payable to a Friend, or ſome Dependant, and for the greater Formality, inſert Value of ſome one, though he has received none, and another Perſon's Name may be uſed, as a Remitter, with or without his Knowledge and Conſent, or a feigned Name may be inſerted inſtead thereof though this muſt only be done when the Bill is made payable to a third (or any other Perſon) or his Order, for if the Bill be made payable to the Perſon whoſe Name is uſed as a Remitter or his Order, it muſt be with his Conſent and Approbation.

165. When a feigned Name is uſed, or any true Name unrequired, and only *pro forma*, the Drawer muſt neceſſarily adviſe the Perſon to whom or to whoſe Order it is payable, that the Value is only ſet *pro forma*, and the Name feigned or uſed without the Perſon's Knowledge, but if any Man's Name is inſerted with his Conſent, the Bills are uſually made payable to his Order, and is the Remitter *pro forma*, demanding Acceptance and Payment in his own Name, by which Means the Correſpondent needs not know but that the Bill is real, otherwiſe he muſt be acquainted with the Truth, and that the Bill was only made *pro forma*.

166. A Man ought to be very circumſpect in lending his Name to a *pro forma* Bill made payable to his Order, as ſuch Bills cannot be drawn in, nor will be paid without his Endorſement, and this, though it be only to pleaſure the Drawer, and for Form ſake, will oblige the Endorſer to the Poſſeſſor really and abſolutely, and not formally only.

167. When a Bill, wherein a Perſon's Name is uſed, *pro forma*, is made payable to his Order, and drawn in or negociated and endorſed by him, the Poſſeſſor muſt make good the Value to him, and not to the Drawer, though he knew certainly that the Endorſer's Name is only uſed *pro forma*; except the Endorſer, by an Order under his Hand, direct the Holder to make it good to the Drawer, or unleſs the Endorſer (at the Requeſt of the Drawer) had endorſed it in Blank, in which Caſe the Drawer however is obliged to indemnify the Poſſeſſor from all Damage or Claims that the Endorſer might futurely make.

168. He that to pleaſure his Friend ſuffers himſelf to be made the Remitter of a *pro forma* Bill, and does draw in and endorſe it, whether he receives the Value himſelf, and pays or aſſigns it to the Drawer, he ought (though he has no Intereſt in the whole Negociation) to make a Minute thereof in his Books, at leaſt to enter it in his Waſte Book, as a Memorandum; and to receive the Value himſelf is moſt prudent, as the Drawer's Aſſignment on him for it afterwards will be his Acquittance.

169. When any one draws upon his Debtor, and to prevent Loſs by proteſting, makes the Bill payable to the Order of ſome Perſon, who after Acceptance procured, will draw it in, or direct his Correſpondent to receive it, and for Form makes the Value received; he ſhould be very cautious whoſe Name he makes uſe of, and to whom he ſends the Bill, that in Caſe the ſaid Remitter ſhould happen to draw it in, and it ſhould be proteſted for Non-payment, and the Endorſer prove inſolvent, he (the Drawer) may not be obliged to ſatisfy the Rechange to the Poſſeſſor of his Bill, without having received any thing for it, or if the ſame ſhould be paid, he do not barter a bad Debtor for a worſe, and quite loſe his Money.

170.

170. When a Drawer dare not draw in the Bill (whoſe Value he hath made received *pro forma)* fearing leſt the Perſon it is addreſſed to ſhould not accept it, or not pay it if he did, and therefore makes it directly payable to one living at the ſame Place with his Debtor, adviſing his Correſpondent that for ſome particular Reaſons the Value is made received, though only *pro forma* ; and in this Caſe the Poſſeſſor ſhould act with Prudence and Caution in paying the Amount of the Bill after receiving it, which ought not to be to the Drawer without an expreſs Order from the Remitter (or the Perſon whoſe Name is uſed as ſuch) for his ſo doing, or unleſs the Drawer give him a ſufficient Satisfaction, and he knows him to be both a ſolvent and honeſt Man.

171. Among *pro forma* Exchanges, thoſe Bills muſt be reckoned which are drawn on a Debtor, and remitted to a Creditor of the Drawer's, to be paid to his Order, Value of the ſame *(pro forma)* and without agreeing any Courſe, only requeſting from him to procure Payment, and place it (when received) to his Account.

172. A Debtor on giving ſuch a Bill to his Creditor, ſhould demand a Receipt from him for the Bill, with an Acknowledgement that his Name as Remitter is only uſed *pro forma*, and obliging himſelf when paid, either to remit or credit it to the Drawer, according to the then current Courſe of Exchange ; but if he cannot recover the Bill, he muſt excuſe putting the Drawer to any farther Charge for Proteſts, &c.

173. And when a Creditor admits of ſuch a Bill from his Debtor, he ſhould take from him an Order under his Hand, to ſend the ſaid Bill to his Correſpondent, or to demand himſelf Acceptance and Payment, that in caſe the Money ſhould be received by his Correſpondent, but not remitted to him, or being remitted, the Remiſſes are not paid, or that Proteſts not being made in due Form, &c. the Debtor may have no Room to complain of his Creditor, who will by this Means avoid expoſing himſelf to the Loſs that may accrue from the Correſpondent's Miſmanagement, which had he acted without Orders he would be liable to pay.

174. And if in ſuch a Caſe the Debtor fixes the Courſe with his Creditor, whether before or after the Acceptance is procured, and does credit his Account Current with the Sum ; or elſe when another, whoſe Name is uſed *pro forma*, agrees for the Courſe with the Drawer and pays him the Value, then this Exchange loſes its *pro forma* Nature, and becomes actual and real ; and in caſe of Proteſt the Drawer is obliged to make good the Rechange and Charges.

175. When ſuch a Bill, at the Requeſt of the Debtor, is by the Creditor drawn in, and the Value is made him good in Account Current, the Loſs by Re-exchange and Charges appertain to the Debtor ; but if the Creditor draws in the Bill without the Drawer's Order, the Loſs muſt be his, if any happen.

176. Bills of Exchange are often loſt, by being miſlaid, the Poſt's Miſcarriage, or various other Accidents; it is therefore cuſtomary to give three of the ſame Tenor and Date (as has been before obſerved) and ſometimes four or more, concerning which I ſhall mention ſome Particulars, for my Reader's Government and Information.

177. When a Remitter declares to the Drawer, that the Bills he received are loſt, or ſomehow miſlaid that he cannot find them, and deſires him to repay their Value, under a ſatisfactory Indemnification from any future Prejudice or Demands about them ; the Drawer in this Caſe is not obliged to comply, though the Negociation was for his own Account, only he muſt give other Bills, and take care that theſe be exactly the ſame with the former, differing in nothing, but that if he had given the 1ſt, 2d, or 3d before, he now adds the 4th and 5th, though this ſhould not be done neither, after the Bills are fell due, unleſs the Remitter give the Drawer ſufficient Security to bear him harmleſs.

178. It is the Duty of all Poſſeſſors of Bills to have a ſpecial Care of them, that they may eſcape the aforementioned Accident ; and it would be prudent in every Merchant to fill up blank Endorſements, as ſoon as he conveniently can, after Receipt, leſt he ſhould loſe them, and the Finder do it for him.

179. Whenever a Poſſeſſor diſcovers that he hath loſt a Bill, he ought inſtantly, or at leaſt before the Day of Paymant, to adviſe the Acceptor thereof, with the Precaution not to pay it to any other than him or his Order, and in caſe another come to recover, to ſtop it, and adviſe him thereof.

180. If the accepted Bill be the *firſt*, and is made payable to the Order of one at the Place of its Diſcharge, and he in whoſe Favour it is intending to draw in the *ſecond*, but has loſt the *firſt* that was accepted, and has no *third* or *fourth*, nor cannot procure them, as the Drawer is Dead, or abſent, &c. yet the Sum may be drawn in and negociated, if the Endorſer (in caſe his Firm be unknown to the Acceptor) ſends a full Power by Letter of Attorney (to him he would have it paid to) for receiving it ; but if the Endorſer's Hand be well known and himſelf in good Credit, then a written Order to the Acceptant for

its

its Payment, with an Indemnification, will be ſufficient.

181. But it ſhould likewiſe be remarked as an Act of Imprudence in an Acceptor, to ſatisfy a Bill made payable to Order (though by him accepted) if that, or another of the ſame Tenor and Date be not endorſed in due Form, and delivered up to him (with the accepted one) at the Time of Payment, though demanded by the Perſon whom the Remitter or Endorſer hath impowered for that Purpoſe; though when the accepted Bill is loſt, and the *ſecond* (unaccepted) is regularly endorſed till it come to him to whom it is payable; the Acceptant (in ſuch Caſe) is obliged to pay the ſame when due, upon a ſufficient Security given him to deliver up the accepted Bill if it again appeared, or to indemnify him from any future Demands for its Value.

182. When any one miſſes his accepted Bill, whether payable directly to the Poſſeſſor or to his Order, or if ſuch a one receive Advice from his Correſpondent that he has remitted him *ſuch a Sum, in ſuch and ſuch a Bill*, &c. though on opening his Letter he finds the Bill is not encloſed, or if the Letter and Bill have miſcarried, of whoſe forwarding he has Advice by the ſucceeding Poſt, and finds that the Day of Payment draws ſo near, as to hinder his getting other Bills in room of the loſt one, he may, when it comes, demand Payment upon his Letter of Advice, with the Tender of Security, to free and diſcharge the Acceptor from any future Demands of that Sum, by Virtue of the loſt Bill; and if the Acceptor will not pay on theſe Terms, he may be proteſted againſt for Re-exchange and Charges.

183. When an accepted Bill, proteſted for Non-payment, is loſt, the Drawer is not obliged to make good the Re-exchange and Charges, unleſs he obtain ſufficient Security to indemnify and free him from all future Demands, and engage a Reſtoration of the Sum with Intereſt, which he ſhall have paid for the Re-exchange and Charges, in caſe it ſhould appear that the Bill pretended to be loſt ſhould afterwards be paid by the Acceptor or any other *ſupra* Proteſt.

184. When an accepted Bill is loſt or miſlaid, the Remitter or Poſſeſſor cannot have immediate Satiſfaction from either the Acceptor or Drawer, but muſt proceed againſt them in the ordinary Courſe of Law, as if it was for ſome other Kind of Debt, as a Proteſt cannot be made but upon an accepted Bill, or the refuſed Offers of Indemnity.

185. *Marius* adviſes, that as ſoon as the Poſſeſſor of a Bill miſſes it, he ſhould have immediate Recourſe to the Acceptor, and in the Preſence of a Notary and two Witneſſes, acquaint him with its being loſt; and ſignify to him, that at his Peril he pay it to none but thoſe with his Order; and *he* adds, that no one ſhould refuſe Payment of a Bill he has accepted becauſe it is miſſing: As *he* aſſerts, that Proteſt being made for Non-payment, upon the Offer of a ſufficient Security and Indemnification, will oblige the Acceptant to make good all Loſſes, Re-exchange and Charges, as the wilful Occaſioner of them.

186. If the *firſt* accepted loſt Bill was made payable to him that loſt it, and the *ſecond* (unaccepted) ſhould be made payable to another Man, then if the Money be really paid when due to him to whom the *firſt* accepted (though loſt) Bill was payable, ſuch Payment is warrantable and good, and the Poſſeſſor of the *ſecond* can have no Demand on the Acceptor.

187. And ſuppoſe the ſaid *firſt* accepted Bill ſhould be found by a Stranger, who demands the Money in the Name of him to whom it is made payable, or that the true Poſſeſſor ſhould have it aſſigned to another, and taken up the Value, yet neither can have any Demands on the Acceptor, if previous thereto he has paid it to whom it was payable (though without the Accepted Bill) under a proper Security and Indemnification.

188. If a Bill of Exchange be loſt by him with whom it was left for Acceptance, or that he hath by Miſtake given it to a wrong Perſon, or by any other Chance or Intention the Poſſeſſor cannot obtain a Return of his Bill, neither accepted nor unaccepted, he that loſt it is obliged to give the Perſon to whom it was payable or to his Order, a Note of Hand for Payment of its Amount on the Day it become due, upon Delivery of the *ſecond*, if it arrives in Time, or if not, upon the ſaid Note, which in all Caſes is to have the Law and Privilege of a Bill of Exchange; and if the Acceptant refuſe this, the Holder muſt immediately proteſt for Non-Acceptance, and when due muſt demand the Money (though he has neither Note nor Bill) which if refuſed, a Proteſt muſt be regularly made for Non-payment.

189. The Poſſeſſor of a Bill ſhould be careful that it be ſent to the Place of Payment in Time for its Recovery, and not detain it to the laſt Moment, as the irregular Arrival of the Poſt may hinder it from getting there till after due, in which Caſe a Proteſt will be inſignificant in regard to its Recovery of the Drawer, as this was not timely demanded; and therefore he that conſtitutes himſelf another's Agent, and admits Bills to ſolicit their Recovery, and neglects demanding Payment when they are due, or if refuſed, omits proteſting, will be

be obliged to make good the Damage that ſhall accrue through his Remiſſneſs.

190. He that is Poſſeſſor of a Bill, which only ſays *(pay)* without mentioning the Time when, or that it is without a Date, or not clearly and legibly written, payable ſometime after Date, *&c.* ſo that the certain preciſe Time of Payment cannot be calculated or known, muſt be very circumſpect, and demand the Money whenever there is any probable appearance of the Time's being compleated that was intended for its Payment, or that he can demonſtrate any Circumſtance that may determine it, or make it ſeem likely when it ſhould be paid.

191. When a Perſon hath a Bill ſent him to demand Acceptance, with Directions to hold it at the Order of the *ſecond*, and if the ſame is not produced (properly endorſed) at the Time it becomes due, nor the *firſt* aſked for, the Poſſeſſor of this may demand Payment thereof on giving Security to produce the endorſed Bill, and in caſe of Security he may proteſt for Nonpayment, and ſuch a Proteſt is of Validity againſt the Drawer; but yet if he that hath the Bill omits to demand Payment, and to proteſt, he is no ways culpable nor reſponſible, but the Detainer of the endorſed Bill may thank himſelf for his Careleſſneſs.

192. Though a Bill be not endorſed, or the Endorſement not right, but ſomething wanting in it, yet the Poſſeſſor is allowed to demand Payment, and the Acceptant is obliged to make it, upon Delivery of the two Bills, if he will under his Hand and Seal oblige himſelf to procure the third properly and truly endorſed.

193. If through Miſtake, the Words and Figures deſcribing the Sum in a Bill of Exchange differ, the former are to be preferred, until farther Advice clear up the Diſagreement; as it is more natural to ſuppoſe that a Man may miſtake in making a few Figures than in writing ſeveral Words, and the former at the Top of the Bill only ſerving to expreſs an Abbreviation of the latter wrote at Length in the Body, and are indeed the very Subſtance of it, and therefore more particular Regard ought to be had to them than the others; and for the ſame Reaſon, tho' the Sum figured in the Letter of Advice and Bill do agree, the Words in the Body of the Bill ſhould determine the Affair, at leaſt till the Certainty can be known.

194. And if the Name of the Perſon to whom the Bill is payable ſhould be altered, eraſed, or interlined before Acceptance, this will not juſtify the Acceptor's Refuſal to pay it when due to the Perſon whoſe Name has been ſo mended or interlined, as he muſt or ought to have taken Notice of ſuch an eſſential Particular, when he accepted the Bill, and ſhould have ſtarted the Objection and ſatisfied himſelf about it before accepting, as this obliges him to a Compliance, even though he ſhould aver that the Amendment or Interlining was made after, except he can prove it, which it will lie upon him to do.

195. If the Direction on a Bill of Exchange be forgot, but the Remitter adviſe his Correſpondent on whom it was intended to be drawn, the Poſſeſſor may demand Acceptance, and in caſe of Refuſal, proteſt againſt the Drawer, and recover the Charges of him; and in caſe the Perſon drawn on have a Letter of Advice from the Drawer, deſiring him to accept ſuch a Bill, he may ſafely do it, though it comes without a Direction.

196. Another Method of exchanging, very different from all thoſe before mentioned, is *that* by Bills on Marts and Fairs; and though the *Engliſh* have very little Concern in theſe Negociations, I have thought it not foreign to my Deſign of giving my Readers a general Notion of Exchanges; to deſcribe the Nature of thoſe particular ones, which I ſhall do in ſpeaking of a few of the moſt conſiderable, and from theſe a juſt Idea may be formed of all the reſt.

197. There are many Fairs in *Europe*, where Buſineſs for very great Sums is tranſacted; as at *Lyons*, *Rheims*, *Rouen*, *Bourdeaux*, *Troyes*, *St. Denis*, *Dieppe*, *Toulon*, &c. in *France*; *Francfort* (upon the *Main) Leipzick* and *Naumbourgh* in *Germany*; *Bolzano*, in the *Ferol*; and *Novi*, ſubject to the *Genoeſe*; with divers others unneceſſary to be mentioned here; and (as I propoſed) I ſhall limit what I have to ſay concerning them in regard of Bills, to thoſe of *Lyons*, *Francfort*, *Leipzick* (or *Leipzig)* and *Naumbourgh*, being the moſt conſiderable of all others.

198. There are yearly four Fairs at *Lyons*, in which each hath its Payment of Bills, bearing the Name of the preceding Fair; the *firſt* is that of the *Epiphany*, which always begins in *January*, the *Monday* after *Twelfth-Day*; the *ſecond* is *Eaſter* Fair, beginning on St. *Niſier*'s Day, in *April*; the *third* is *Auguſt* Fair, which begins on St. *Dominick*'s Day, in that Month; and the *fourth* is the Fair of *All-Saints*, beginning on St. *Hubert*'s Day, in *November*; and as each Fair has its Payment, the major Part of the Bills on this City are not made payable in Fair Time; and though they ſhould be, they will only be diſcharged afterwards in the Payment of that Fair, which Payments are regulated as follows, *viz.*

199.

199. The Payment of the *Epiphany* begins the firſt, and ends the laſt of *March*; that of *Eaſter* begins the firſt, and ends the laſt of *June*; that of *Auguſt* begins the firſt, and ends the laſt of *September*; and that of *All-Saints* begins the firſt, and ends the laſt of *December*; ſo that when Bills are drawn to be paid at one of theſe appointed Times at *Lyons*, that is not yet begun, the Drawer ſays, *Pay this my firſt of Exchange, &c. in the next* Epiphany *Payment, or in the next* Eaſter *Payment*, &c. but if the Payment is already begun, the Bill muſt then be drawn payable *in this current* (or preſent) *Payment of* Epiphany, *or this current Payment of* Eaſter, *&c.*

200. It was cuſtomary formerly to make the Bills drawn from *Amſterdam* and elſewhere, on the Payments of *Lyons*, in golden Crowns of the Sun, but as this Specie has been long ſince decried in *France*, the preſent Uſage in Exchange is to draw on the Payments of *Lyons*, as is practiſed on all other Parts of that Kingdom, *viz.* in Crowns of ſixty Sous.

201. The Bills drawn in the above Manner, are to be accepted in the ſix firſt Days of the Payment they are made payable in, and the Perſon they are drawn on is not obliged to declare, whether he will or will not accept till the 6th Day, but after that Day the Bearer may proteſt them for Non-acceptance, though he ſhould detain them during the whole Time of that Payment, to ſee whether any one offers to diſcharge them, however the Proteſt ſhould be immediately forwarded to the Remitters; and if any one pays a Bill of Exchange in the Time of the Payment, before the ſixth Day (or if this be a Feaſt, the Day following) it will be at his own Riſque.

202. The Bearers of Bills not ſatisfied by the laſt Day of any Payment, muſt proteſt them on the third Day after the Payment finiſhes, otherwiſe they will loſe their Right againſt the Drawers, but if this is done in Form and in the Time preſcribed, the Holder may afterwards refuſe Payment from any one that offers it, and take his Reimburſement on the Drawers, both for Principal and Charges.

203. And the ſaid Poſſeſſors of Bills are obliged to take their Reimburſement on the Drawers or Endorſers in a Time limited, *viz.* For all Bills drawn from any Part of *France*, in *two Months*; thoſe which are from *Italy*, *Switzerland*, *Germany*, *Holland*, *Flanders*, and *England*, in *three Months*; and thoſe which are drawn from *Spain*, *Portugal*, *Poland*, *Sweden*, and *Denmark*, in *ſix Months*, to be counted from the Date of the Proteſt; and in Default thereof, they will loſe their Right againſt the Drawers or Endorſers.

204. FRANCFORT has two annual Fairs of great Reſort, *viz.* the *firſt* is the Fair of *Eaſter*, beginning the *Sunday* before *Palm-Sunday*, that is fifteen Days before *Eaſter*; and the *ſecond* is the *September* Fair, which commences the *Sunday* preceding the Birth of the Virgin *Mary* (which is the 8th of *September)* if this Feaſt happens on *Monday*, *Tueſday*, or *Wedneſday*, but if it falls out on *Thurſday*, *Friday*, or *Saturday*, then the Fair does not begin till the *Sunday* following, or on the *Sunday* which that Feſtival may fall on.

205. Each of theſe Fairs laſt fifteen Days or a Fortnight; the firſt Week is appointed for accepting, and the ſecond for paying the Bills of Exchange; the Acceptance payable in Fair Time is made from the *Monday* of its Opening to the *Tueſday* of the ſucceeding Week at nine o'Clock in the Morning, after which Hour the Poſſeſſor of a Bill is no longer obliged to wait for Payment, but ſhould proteſt, or at leaſt note it for Non-acceptance, which indeed he may do from the Moment that Acceptance is denied.

206. Bills on theſe Fairs were formerly accepted verbally, but they muſt now be accepted in Form as other Bills are, by Subſcription of the Acceptor's Name, with the Day of its Acceptance; and when a Bill thus accepted is not ſatisfied before *Saturday* Noon in the Week of Payment, the Bearer is obliged to proteſt it for Non-payment, by carrying it to the Notary eſtabliſhed for that Purpoſe, between two o'Clock and Sun-ſet, that he may note it, after which he muſt ſend the Proteſt *per* firſt Poſt.

207. LEIPZICK has three Fairs yearly; the *firſt* being called the *New-Year's* Fair, commences on the 1ſt of *January* (or on the 2d, if the firſt be on a *Sunday*;) the *ſecond* is at *Eaſter*, beginning always on the *Monday* three Weeks from that Feaſt; and the *third* begins the firſt *Sunday* after St. *Michael*, whether that Day happens on a *Sunday* or not.

208. Theſe Fairs are opened on the appointed Days by the Ringing of a Bell, and which rings again eight Days after to finiſh them; ſo that theſe eight intermediate Days between the two Ringings is properly the Fair, and the Acceptance of Bills is demanded on the firſt or ſecond of theſe Days; but if the Perſons on whom they are drawn have a Mind to defer their Acceptance till the Week of Payment, they may, which Week begins immediately after the Bell has rung to end the Fair, and laſts till the fifth

Day following incluſive, ſo that the Bills on the *New-Year's* Fair ought to be paid the 12th of *January*, and thoſe on the Fairs of *Eaſter* and *Michaelmas* the *Thurſday* in the Week of Payment, otherwiſe to be duly proteſted.

209. It is permitted to the Holders of Bills to proteſt them for Non-acceptance (immediately on Refuſal) but not to return them; on the contrary, they are obliged to keep them till the Fair is entirely finiſhed, to ſee if any one offers Payment; and as what is called the *Convoy of Nuremberg* departs from *Leipzick* at ten at Night of the proteſting Day, there is no room to make one after that Hour, and the Poſſeſſors will forfeit their Right againſt the Drawers if they let the Time ſlip.

210. NAUMBOURG holds a very conſiderable Fair yearly on the Feaſt of St. *Peter* and St. *Paul*, which is commonly reckoned as the fourth of *Leipzick*, becauſe the generality of the Merchants attending the one have recourſe to the other: This Fair begins on the Feſtival of the ſaid two Saints, being always the 29th of *June*, and it only laſts eight Days; Bills are accepted on the firſt and ſecond Days of the Fair, and ought to be paid on the 3d of *July* at fartheſt, or proteſted for Non-Payment; but it is not cuſtomary to return them with the Proteſt till after the 5th of the ſaid Month, on which Day the Fair ends; and if the Bills are not then paid, the Holder may ſend them back by the firſt Poſt.

211. As the preceding Exchanges differ from all others, I ſhall here add a few neceſſary Obſervations for the Government of thoſe who engage therein; and as it is certain that the greateſt Part of them who take Bills on Fairs do it with the lucrative View of employing their Money to greater Advantage than common, either by negociating the ſaid Bills when the Time of the Fairs or Payments approach, or by ſending them to the Places drawn on to be recovered and remitted them, which is commonly done with a conſiderable Profit; but as there is indiſputably a much greater Riſk in taking Bills on Fairs, than on Places where their Goodneſs or Validity muſt be immediately known, thoſe who take them on the former cannot act with too much Caution in Regard of the Drawers.

212. And the Reaſon is very apparent to any one who ſeriouſly reflects on ſuch Negociations; for ſuppoſe I take a Bill of Exchange upon *Lyons*, payable at three Uſances, dated the 22d of *April*, I can immediately ſend it forward, and in a little Time have the Advice of its Acceptance, when I have two Debtors or Securities, *viz.* the Drawer and Acceptant; whereas if I take a Bill of the ſame Date, payable in the Payment of *Eaſter* Fair, which finiſhes the 31ſt of *July*, and is the ſame Day, as the laſt of Grace or Reſpite, to the abovementioned Bill taken at three Uſances, and whoſe Succeſs (whether it will be accepted or not) I cannot learn till about the 13th or 14th of *July*, becauſe, as I have before obſerved, *the Bills drawn upon the Payments of* Lyons *are only accepted during the ſix firſt Days of Payment*; now if from the 22d of *April* to the beginning of *July* the Drawer of my Bill fails, I have great Reaſon to believe it will neither be accepted nor paid; whereas if that drawn at the three Uſo's is not accepted, I ſhall know towards the 8th or 9th of *May*, and may have my Recourſe againſt the Drawer, who may be in a better Condition then to give me Satisfaction or Security than the 13th or 14th of *July*, or the 10th or 11th of *Auguſt*, after getting my Bill with Proteſt for Non-payment; and this may ſuffice for what regards the Payments and Exchanges on Fairs.

213. I have already quoted the Acts in force relative to inland Bills of Exchange, which have greatly altered their Nature from what it was before their enacting; and I ſhall now mention a few tried Caſes concerning them and foreign ones, and but a few, as moſt of the Controverſies I have looked over about them have been decided in conformity with the different Obligations of every Perſon concerned in the various Tranſactions of this Branch of Buſineſs according as they are ſtated in the preceding Sections of this Chapter.

214. A Writ of Error was brought on a Judgment by *nil dicit* in an Action againſt a Drawer of an Inland Bill of Exchange, and it was objected that ſince the Act of 9 *Will.* III. no Damage ſhall be recovered againſt the Drawer upon a Bill of Exchange, without a Proteſt, and therefore the Action lies not, there being no Proteſt.

But *Holt* C. J. The Statute never intended to deſtroy the Action for want of a Proteſt, but only to deprive the Party of recovering Intereſt and Coſt upon an Inland Bill againſt the Drawer without Notice of Non-Payment by Proteſt: For before the Statute there was this Difference between Foreign and Inland Bills of Exchange; if a Bill was foreign, one could not reſort to the Drawer for Non-Acceptance or Non-Payment without a Proteſt, and reaſonable Notice thereof. But in Caſe of an Inland Bill, there was no Occaſion for a Proteſt; but if any Prejudice happened to the Drawer, by the Non-Payment of the Drawee, and that for want of Notice of Non-Payment, which he to whom the Bill is made ought to give, the Drawer was not liable; and the Word *Damages* in the Statute, was meant only of Damages that the

Party is at of being longer out of his Money by the Non-Payment of the Drawer, than the Tenor of the Bill purported, and not of Damages for the original Debt: And the Proteſt was ordered for the Benefit of the Drawer; for if any Damages accrue to the Drawer for Want of Proteſt, they ſhall be borne by him to whom the Bill is made; and if no Damage accrue to him, then there is no Harm done him, and a Proteſt is only to give a formal Notice that the Bill is not accepted, or is accepted and not paid; and if in ſuch Caſe the Damage amount to the Value of the Bill, there ſhall be no Recovery, but otherwiſe he ought not to loſe his Debt; but that ought either to appear by Evidence upon *Non aſſumpſit*, or by ſpecial Pleading; and the Act is very obſcurely and doubtfully penned, and we ought not by Conſtruction upon ſuch an Act to take away a Man's Right. And the Judgment was affirmed *per totam Curiam.*

Salk. 125. 215. In an Action on the Caſe on an Inland Bill of Exchange brought by the Endorſer againſt the Drawer, it was objected that there was no Averment of the Defendant's being a Merchant; but it was anſwered and reſolved by the Court, that the Drawing of the Bill was a ſufficient Merchandizing and negociating to this Purpoſe.

L. Raymond. 364. 474. 216. Acceptance of a Bill of Exchange after the Day of Payment paſt is uſual.

So Acceptance for the Honour of the Drawer, *&c.*

217. To intitle the Party to an Action at Law in *England* againſt the Acceptor of a Bill, it matters not whether there be a Proteſt; but to entitle the Party to a Recovery againſt the Drawer beyond the Seas or elſewhere, there muſt be a Proteſt before a Notary Publick.

Trin. 20. *Car.* II. in *B. R.* 218. A Bill may be accepted for Part when the Party on whom it was drawn had no more Effects of the Drawer's in his Hands, though whenever this happens, there muſt be a Proteſt for Non-acceptance, if not for the whole Sum, yet at leaſt for the Reſidue; and after Payment of ſuch Part there muſt be a Proteſt for the Remainder, as the Receiving Part of the Money upon a Bill does no ways weaken it.

219. It is aſſerted by *Molloy*, *Scarlet*, *Marius*, and others that have treated of Bills of Exchange, that any Time before the Money becomes due, the Drawer of a Bill may countermand the Payment although it hath been accepted, and this is uſually made before a Notary, though if it comes only under the Party's Hand, they allow it to be ſufficient, and in Caſe of Diſcount, or Payment before it is due, they ſuppoſe the Acceptor liable to pay it again in caſe of a Countermand; from all which I muſt diſſent, as this abſolutely overſets the Validity of all Acceptances.

220. When a Bill beyond Seas is accepted, and not complied with when due, the Proteſt for Non-payment by a Notary is ſufficient to ſhew in Court here, without producing the Bill itſelf; but if a Bill in *England* be accepted, and a ſpecial Action grounded on the Cuſtom be brought againſt the Acceptor, at the Trial the Plaintiff muſt produce the Bill accepted and not the Proteſt, otherwiſe he will fail in his Action at that time; therefore it is ſafe that a Bill once accepted be kept, and only the Proteſt for Non-payment be remitted abroad.

221. If a Bill is not accepted to be paid when due, but for a longer Time, the Perſon to whom the Bill is made payable muſt proteſt the ſame for not being accepted according to the Tenor, yet he may however admit the Acceptance; nor can the Acceptor, if he once ſubſcribes the Bill for a longer Time, revoke his Acceptance or blot out his Name, although it is not according to the Tenor of the Bill; for by this Act he hath made himſelf Debtor, and owns the Draught made by his Friend upon him, whoſe Right another Man cannot give away, and therefore cannot diſcharge the Acceptance, and this Caſe will admit of two Proteſts, if not three, *viz.*

1. One Proteſt muſt be made for Non-acceptance, according to the Time the Bill is payable at.
2. For Non-payment when due according to the Bill's Tenor.
3. If the Money be not paid according to the Time that the Acceptor ſubſcribed for.

per L. C. J. *Pemberton* inter *Price* and *Shute*. *Paſc.* 33. *Car.* II. in *B. R.* 222. A Bill was drawn payable on the 1ſt of *January*, and the Perſon to whom it was directed, accepts it to pay on the 1ſt of *March*, with which the Servant returns to his Maſter, who perceiving this enlarged Acceptance, ſtrikes out the 1ſt of *March*, and puts in the firſt of *January*, and at that Time ſends the Bill for Payment, which the Acceptor refuſed; whereupon the Poſſeſſor ſtrikes out the 1ſt of *January*, and inſerts the 1ſt of *March* again: In an Action brought on this Bill, the Queſtion was, whether theſe Alterations did not deſtroy the Bill? and ruled, that it did not.

1 *Salk.* 126. 223. A Bill of Exchange payable to a Perſon or Bearer, is not aſſignable, ſo as to enable the Indorſee to bring an Action, if Payment be refuſed, but when it is made payable to a Perſon

Perſon or Order, an expreſs Power is given thereby to aſſign, and the Indorſee may maintain an Action; and the firſt is a good Bill between the Indorſer and Indorſee.

224. The Acceptance of a Bill, although after it is become due, is binding to the Acceptants, and Action is maintainable thereon; the Effect of the Bill being the Payment of the Money, and not the Day of Payment. *Carthew*'s Rep. 460.

225. When a Bill of Exchange is accepted, it is a good Ground for a ſpecial Action upon the Caſe, but it doth not make a Debt, *&c.* *2 Show.* 1.

226. *Indebitatus Aſſumpſit* doth not lie againſt the Acceptor of a Bill of Exchange, becauſe his Acceptance is a Collateral Engagement, though it will lie againſt the Drawer, and a general *Indebitatus Aſſumpſit* will not lie on a Bill of Exchange for want of a Conſideration; and therefore there muſt be a ſpecial Action upon the Cuſtoms of Merchants, or an *Indebitatus Aſſumpſit* againſt the Drawer for Money by him received to the Plaintiff's Uſe. *1 Salk.* 23. Ibid. 125.

227. In the Caſe of *Bromwich* and *Lades*, it was ſaid by the Chief Juſtice *Treby*, that Bills of Exchange were of ſuch general Uſe and Benefit, that upon an *Indebitat. Aſſumpſit*, a Bill of Exchange may be given in Evidence to maintain the Action; and by Mr. Juſtice *Powel*, that upon a general *Indebitat. Aſſumpſit*, for Monies received to the Uſe of the *Plaintiff*, ſuch Bill may be left to the Jury to determine whether this was for Value received or not. In this Caſe the Declaration was on the Cuſtoms of Merchants, and a general *Indebitat. Aſſumpſit* thereon. See the Declarations and Exceptions to it, in the Caſe of *Bellaſis* and *Heſter*, in 1 *Lutwych*, 1589.

228. If a Bill of Exchange is drawn on two, or more Perſons in theſe Terms, *To Mr.* A. B. *and* C. D. *Merchants in* London, they ought both to accept the Bill; for the Acceptance of only one, is not complying with its Tenor, and it ſhould be proteſted; but if it come directed to *A. B.* and *C. D.* or to either of them: or thus: To *A. B.* or in his Abſence to *C. D.* in this Caſe the Bill being accepted by either, it is ſufficient.

229. Bankers or Goldſmiths Notes are not to be accounted Caſh till received. As for Example, *A.* draws a Note upon a Goldſmith, and ſends his Servant to receive the Money, and to inveſt it in Exchequer Bills; the Servant gets *B.* to give him Money for the Note, with which he purchaſed the Exchequer Bills ordered, and two Days afterwards the Goldſmith failed; it was adjudged that *A.* muſt anſwer the Money to *B.* as the Property of the Note was not transferred to *B.* there being no Endorſement; and he could not have ſued upon it, it being only in the Nature of a Pledge or Security to him. *Luc.* 109.

230. A Note is no Payment where there was an original and precedent Debt due, but ſhall be intended to be taken upon Condition that the Money be paid in a convenient Time; but the taking a Note in Writing for Goods ſold may amount to Payment of the Money, becauſe it is Part of the original Contract. *Mich. 2 Ann.* *3 Salk.* 118.

231. A Servant of Sir *Robert Clayton* and Mr Alderman *Morris* (but at that Time actually gone from their Service) took up two hundred Guineas of Mr. *Monck* a Goldſmith (who knew nothing of his being diſcarded) without any Authority from his *quondam* Maſters, who refuſing to ſatisfy Mr. *Monck* for the ſame, he brought an Action againſt Sir *Robert* and Mr. *Morris*, and being tried at *Guildhall*, it was ruled, *per Keeling* Chief Juſtice, that they ſhould anſwer, and there was a Verdict for the Plaintiff; and though there were great Endeavours uſed to obtain a new Trial, yet it was denied; the Court at *Weſtminſter* being fully ſatisfied that they ought to anſwer, for this Servant had frequently received and paid Caſh for them; and they were obliged to comply, and paid the Money.

232. A Perſon who is no Merchant, drawing a Bill of Exchange, makes him within the Cuſtom of Merchants as to that Bill. *2 Vent.* 310, *Witherly* a. *Sarsfield.*

233. If the Drawer mentions, *for Value received*, he is chargeable at common Law, but if no ſuch Mention, then you muſt come upon the Cuſtom of Merchants only. *1 Show.* 125. *1 Show.* 5.

234. Concerning a Bill of Exchange being extended for the King, Judgment for the Plaintiff notwithſtanding. *Evans* a *Cramlington.* *2 Vent.* 310. *Carth.* 5. *Show.* 264.

235. Part of a Bill of Exchange cannot be aſſigned ſo as to entitle the Indorſee to an Action, if it were otherwiſe, the Party might be vexed with as many Actions as the Holder of the Bill ſhould think fit. *Hawkins* a *Gardner.* *Carth.* 466. Caſes *B. R.* 213.

236. It is not neceſſary to prove a Proteſt made by a publick Notary, for that would tend to deſtroy Commerce, and publick Tanſactions of that Nature. *3 Sal.* 70. Caſes *B. R.* 346.

Caſes *B. R.* 380.

237. *I promiſe to pay the Bearer ſo much Money on Demand*, is no Bill of Exchange, and declaring on the Cuſtom will not make it ſo.

Ditto, 517.

208. A Goldſmith's Note, accepted in Payment, ſhall not be a Payment if the Party who gave it knew the Goldſmith to be in a failing Condition, for ſuch Knowledge makes it a Fraud.

Williams a. *Harriſon.* *Carth.* 160.

239. Infancy pleaded by the Drawer of a Bill of Exchange, and held a good Bar, being drawn in the Courſe of Trade, and not for Neceſſaries.

3 *Sal.* 197. *Pearſon* a. *Garret.* 4 *Mod.* 242. *Comb.* 227. *Skin.* 398.

240. An Action was brought upon a Note, for the Payment of ſixty Guineas when the Defendant ſhould marry ſuch a Perſon, in which the Plaintiff declared as upon a Bill of Exchange, ſetting forth the Cuſtom of Merchants; and it was held, that to pay Money upon ſuch a Contingency, cannot be called Trading, and therefore not within the Cuſtom of Merchants; and Judgment was given for the Defendant.

Buller a *Crips.* 6 *Mod.* 29.

241. A Note was in this Form. *I promiſe to pay to* J. S. *or Order, the Sum of one hundred Pounds, on Account of Wine had of him.* J. S. endorſed it, and the Endorſee brings an Action againſt the Drawer, and declares upon the Cuſtom of Merchants; and doubted by *Holt* whether Action would lie, and adviſe with Merchants, who declared that ſuch Notes had been in Uſe thirty Years, and that they looked upon them as Bills of Exchange, but *Cur. adviſare vult.*

Ibid.

Holt declared he remembered when Actions on Bills of Exchange firſt began.

Williams a. *Williams.* Carth. 269.

242. A Note drawn by *J. P.* whereby he promiſed to pay 12*l.* 10*s.* to *J. W.* on a Day certain; and he endorſed the Note for Value received to *D. F.* who endorſed it to the Plaintiff for Value received, who brought an Action againſt *J. W.* ſetting forth the Cuſtom of Merchants; *and held the Action lay.*

2 *Geo.* II. c. 25. S. 1.

243. By this Statute it is enacted, that if any Perſon ſhall forge, or procure to be forged, or aſſiſt in forging any *(inter alia)* Bill of Exchange, Promiſſary Note for Payment of Money, Indorſement, or Aſſignment of any Bill of Exchange, or Promiſſary Note for Payment of Money, or any Acquittance, or Receipt for Money or Goods; or ſhall utter or publiſh, as true, any ſuch forged Bill, *&c.* knowing the ſame to be forged, with an Intent to defraud any Perſon; every ſuch Offender ſhall be guilty of Felony without Benefit of Clergy. And,

7 *Geo.* II. C. 22.

244. By this Statute, if any Perſon ſhall make, alter, forge, or procure to be falſly made, *&c.* or aſſiſt in falſly making, *&c.* any Acceptance of any Bill of Exchange, or the Number, or principal Sum of any accountable Receipt for any Note, Bill, *&c.* or any Warrant, or Order for Payment of Money, or Delivery of Goods, or ſhall utter or publiſh any ſuch falſe Acceptance, Bills, *&c.* with Intent to defraud any Perſon; every ſuch Offender ſhall ſuffer as a Felon, without Benefit of Clergy.

245. Letters of Credit being a Specie of Bills of Exchange, and equally binding with them, I ſhall ſpeak of them under this Head, as the proper Place for it; and preſume it will be needleſs to counſel my Readers to be very circumſpect in giving them, as their Honour and Credit is as much concerned for the punctual Repayment of whatever Sums are advanced in Conſequence thereof, as they would be for the Diſcharge of a Bill of Exchange.

246. Theſe Letters are of two Sorts, *viz. General* and *Special*, and both given to furniſh travelling Perſons with Caſh as their Occaſions may require; they are commonly open or unſealed, and contain an Order from the Writer to his Correſpondent or Correſpondents, to furniſh the Bearer with a certain Sum, or an unlimited one; and the Difference between them is, that the former is directed to the Writer's Friends at all the Places where the Traveller may come (though it is now cuſtomary to give ſeparate Letters to each Place) and the other directed to ſome particular one; obliging himſelf for the Repayment of whatever Monies ſhall be advanced in Compliance with the Credit given, on producing a Receipt or a Bill of Exchange (which he thinks proper to have) from the Perſon credited.

247. If any Money is advanced on either Species of theſe Letters, and Bills of Exchange given for the Sum on the Perſon who wrote them, he is obliged to accept and pay the ſame; and in Caſe of Refuſal he may be compelled thereto, rather than the Drawer, as the Remitter in the Loan of his Caſh had more Regard to his Correſpondent's Sufficiency than the Drawer's, who it is probable he knew nothing of; therefore in this Reſpect, the Perſon giving the Credit is to be reputed as the Drawer.

248. And as the Giver of theſe Letters is ſo obliged for the punctual Repayment of the Money advanced, I repeat that he ought to be very cautious to whom he gives them, more eſpecially thoſe without Limita-

Limitation, as theſe in the Hands of a diſhoneſt Perſon may prove his Ruin; and as it is hardly poſſible that he that requeſts the Credit ſhould be ignorant of what Caſh he ſhall want (at leaſt with a little Difference) I think the Compliment (for it can be nothing elſe) of an unbounded Credit ſhould be excuſed, as it is really of no Service either to him that pays, or him that receives it.

249. Advice by Poſt ſhould always follow a Letter of Credit, and Duplicates of it accompany ſuch Advice; and it would be prudent therein to deſcribe the Bearer, with as many Particulars as poſſible, for fear he ſhould loſe or be robbed of his Credentials, and a Stranger reap the Effects of them. Theſe Letters are wrote in various Forms, and though a Copy may be ſuperfluous to moſt of my Readers, yet the Proſpect of its being ſerviceable to ſome few, I hope will plead my Excuſe for adding it here.

London, the 3d of *January*, 1752.

Mr. *Abraham Honeſty*,

SIR,

THIS is deſigned to accompany *(or kiſs your Hands by)* Mr. *John Stevens*, and to requeſt your furniſhing him with a thouſand Dollars of your Money *(or with as much Caſh as he ſhall require of you, if you give an unlimited Credit)* for which pleaſe to take his Bills on me, or on any other he ſhall think proper to draw them, and I do hereby oblige myſelf for their punctual Diſcharge, and remain,

Sir, your moſt humble Servant,

To Mr. Thomas Richardſon, *Merchant, in* Leghorn. W. B.

250. The Time of paying Bills is always ſettled between the Drawer and Remitter, ſometimes on a certain fixt and appointed Day, or at Sight, or ſo many Days after Sight, or ſo many Days, Weeks, or Months after Date; at Uſance, half Uſance, Uſance and half, and two or three Uſo's or Uſances.

251. A Bill payable at a certain Day, is due on the Day mentioned, according to the Stile of the Place it is drawn on, not where it is drawn from; ſo that a Bill from *Amſterdam*, made payable at *Hamburgh* on the laſt Day of *November*, is to be underſtood that Day *Old Stile*, and *vice verſa* for a Bill drawn in the ſame Manner from *Hamburgh* to *Amſterdam*.

252. If Bills are made payable at ſome Days after Sight, their Acceptance is dated on the Day they are preſented, and from thence the Days of their running are counted; but if they are made payable at Sight, they are to be ſatisfied without any Days of Grace to be allowed.

253. If a Bill be made payable ſome Weeks after Date or Sight, the Weeks muſt be reduced into Days, and in counting theſe the Almanack ſhould be conſulted; and if a Bill is drawn to be paid one or two Months after Sight or Date, then the Day of Payment falls on the ſame Day in the ſucceeding Month, *&c.* from that in which the Bill was preſented or dated, altho' the Months differed in the Number of their Days. *As for Example*, a Bill dated the 7th of *January*, and payable a Month after Date, is payable the 7th of *February* (not the 8th) and a Bill dated the 30th of *January*, to be paid a Month after Date, becomes due on the laſt Day of *February*, tho' this Month hath not ſo many Days in it as the other.

254. And when a Bill is dated according to the *Old Stile*, payable a Month after Date in a Place where the *New Stile* is obſerved, it does not always fall due a Month after the *Old Stile* Date, as will be proved by ſuppoſing the Bill dated the 25th of *April*, *O. S.* payable a Month after Date, in a *New Stile* Country, and it does not fall due on the 25th of *May*, *O. S.* (which is the 5th of *June*, *N. S.*) but on the 6th, for when the Bill was dated it was the 6th of *May*, *N. S.* which ought to be well obſerved, as this will make a Difference of two Days in Leap Years, and of three in others.

255. A Bill made payable a Month after Date from the 28th of *February*, falls due on the 28th of *March*; but if it be dated *ultimo Feb.* then it is not due till the *ultimo March*, and the ſame in *June* and *July*, as the one hath 30 and the other 31 Days.

256. Bills made payable here at Sight have no Days of Grace allowed, but if it is but one Day after Sight, the Acceptor may claim them, though this ought not to be practiſed in Countries where the Reſpite Days are many.

257. To reckon the preciſe Time of a Bill's Payment (made payable after Date) it is neceſſary to calculate the Difference between the Old and New Stile, and to know what Uſance is in every Country; and for my Reader's Information herein, the following Places obſerve the *New Stile*, *viz. Amſterdam*, *Dordrecht*, *Haerlem*, *Leyden*, *Rotterdam*, and all the *United Provinces* of *Holland*; as alſo *Middleburgh*; *Uliſſingen* in *Zealand*; *Antwerp*, *Bruges*, *Dornick*, *Ghent*, *Ryſſel*, *Bruſſels*, *Valenciennes*, and all *Brabant*, *Flanders*, and *Artois*; *Paris*, and all *France*, *Spain*, *Portugal*, and all *Italy*; *Auſburgh*, *Crembes*, *Lintz*, *Vienna*, and ſeveral Places of the Empire; *Breſlaw*, and all *Sileſia*; *Colne*, *Dantzick*, *Koninſburgh*, *Thorne*, and all *Poland*; and now from the 1ſt of *January*, in this preſent Year 1752, *Great-Britain* and *Ireland*.

258. The Places that obſerve the *Old Stile* are,

Muſcovy,

Muſcovy, the Electorate of *Brandenburgh*, *Denmark*, *Eaſt Friezeland*, *Frankfort* (on the *Main*) *Geneva*, and the Proteſtant Cantons of *Switzerland*, *Hamburgh*, and all *Holſtein*; *Lubeck*, and all *Meclinburgh*; *Leipzick*, *Magdeburgh*, *Naumburgh*, and all *Saxony*; *Riga*, *Stockholm*, and all *Sweden*; *Straſburgh*, &c.

The *Popiſh* Electorates and Principalities of *Germany* obſerve the *New Stile*, and the *Proteſtant* ones continue the *Old*; and as the Reaſon of this Difference may not be ſo generally known, I beg leave to intrude ſo much on the Patience of that Part of my Readers who are acquainted with it, as to inform thoſe that are not, which I ſhall do in a few Words.

Julius Cæsar, deſirous of rectifying the erroneous Computation of Time that had prevailed till then, undertook the Reformation; and as the Year was corrected by him, the *Vernal Equinox* (which reduces Day and Night to an equal Length all over the Globe, except juſt under the Pole) happened in 325 to fall upon the 21ſt of *March*; and from this the *Nicene* Council (being then ſitting) regulated the Terms for *Eaſter*'s Obſervance. But Pope *Gregory* XIII. obſerving in the Year 1582, that the *Equinox* was changed from the 21ſt to the 11th of *March*, ordered ten Days to be deducted from the Calendar, and the 11th to be counted the 21ſt; which Edict was generally obſerved by the Nations acknowledging the Supremacy of the See of *Rome*, but did not obtain univerſally; as moſt of the *Proteſtant* Countries continued to reckon their Time as formerly; and this gave Riſe to the different Ways of Computation that now obtain in *Europe*, diſtinguiſhed by the *Julian* and *Gregorian* Calendars; and I have only to add, that ſince the Time of Pope *Gregory*, the *Equinox* has changed a Day, *viz.* from the 11th to the 10th of *March*; ſo that the Difference between *Old* and *New Stile* is now eleven Days.

259. Usance from *London* to any Part in *France* is thirty Days, (this being declared to be a Month in Regard of Exchanges in that Kingdom) whether the Month has more or fewer Days in it.

Uſance from *London*, to *Hamburgh*,
Amſterdam,
Rotterdam,
Middleburgh,
Antwerp,
Brabant,
Zealand,
Flanders. And from theſe Places to *London*, is one Calendar Month after the Date of the Bill.

Uſance from *London*, to *Spain*,
Portugal. And from theſe Places to *London*, is two Calendar Months after Date.

Uſance from *London*, to *Genoa*,
Leghorn,
Milan,
Venice,
Rome. And from theſe Places to *London*, is three Months.

The Uſance of *Amſterdam*,

Upon *Italy*, *Spain*, and *Portugal*, two Months.

Upon *France*, *Flanders*, *Brabant*, *Geneva*, and upon any Place in the ſeven *United Provinces*, is one Month.

Upon *Frankfort*, *Nuremburgh*, *Vienna*, *Augſburgh*, *Cologne*, *Leipzick*, and other Places of *Germany*; upon *Hamburgh* and *Breſlaw*, is fourteen Days after Sight, two Uſances, twenty-eight, and half Uſance ſeven.

Uſance from *Dantzick*, *Coningſberg*, and *Riga*, upon *Amſterdam*, is at one Month's Sight, though it is common to draw from the firſt at forty Days Date, and from the others at forty-one, but oftener at ten and eleven.

And from *Amſterdam* on the ſaid Places, at a Month's Date, without mentioning Uſance; tho' ſometimes at forty and forty-one Days; and ſometimes on *Breſlau* at ſix Week's Date.

260. Moſt Nations have generally agreed to allow the Acceptor of a Bill ſome ſmall Time for Payment, beyond that mentioned in the Bill, termed Days of Grace, or Reſpite; but they as generally diſagree in the Number, and Commencement of them.

At *London*, *Bergamo*, and *Vienna*, three Days are allowed; at *Frankfort* (out of the Fair-Time) four; at *Leipzick*, *Naumburgh*, and *Augſburgh*, five; at *Venice*, *Amſterdam*, *Rotterdam*, *Middleburgh*, *Antwerp*, *Cologn*, *Breſlau*, and *Nuremburgh*, ſix; at *Naples*, *Denmark*, and *Norway*, eight; at *Dantzick*, *Koninſberg*, and in *France*, ten; at *Hamburgh* and *Stockholm*, twelve; in *Spain* fourteen; at *Rome*, fifteen; at *Genoa*, thirty. At *Leghorn*, *Milan*, and ſome other Places in *Italy*, there is no fixed Number of Reſpite Days. *Sundays* and other Feſtivals are included in theſe Days at *London*, *Naples*, *Amſterdam*, *Rotterdam*, *Antwerp*, *Middleburgh*, *Dantzick*, *Koninſberg*, and in *France*; but not at *Venice*, *Cologn*, *Breſlau*, and *Nuremburgh*; at *Hamburgh*, and in *France*, the Day on which the Bill falls due makes one of the Days of Grace, but no where elſe.

261. At *Venice* no Bills are permitted to be paid by

by Endorſement, ſo that they muſt be payable to a certain Perſon, and not to Order, or to the Procuration of him intended to receive them; and in Places where there are Banks, if Bills fall due when theſe are ſhut, there are always ſome Days of Grace allowed the Acceptor after their Opening.

262. It was formerly agreeable to the Laws of *Portugal*, and I believe is ſtill ſo to thoſe of *Italy* (tho' certainly quite contrary to Juſtice and Honeſty) for an Acceptor to be freed from his Obligation in Caſe of a Drawer's Inſolvency before Payment; but as ſome noted Trials on this Subject in the firſt mentioned Kingdom ſeems to have altered the Laws for the better, I ſhall acquaint my Reader both with the Occaſion, and Succeſs of them.

263. Some few Years ago, a Gentleman from this City of *London*, drew ſome Bills on his Correſpondent at *Lisbon*, and died two or three Days after inſolvent; the Bills were accepted, but on Advice of the Drawer's Death and Inſolvency, Payment was refuſed; and the Acceptor ſheltering himſelf under the then ſubſiſting Laws, ſtood a Trial, on being ſued; but the Judge having a Regard to the Cuſtom of Merchants, gave a Sentence againſt him, and he paid accordingly. However, ſome time after, a Merchant at *Amſterdam* drew two Bills on another at *Liſbon*, which were indorſed by one here to two ſeveral ones there, and were both punctually accepted; but the Drawer failing, and the Endorſer likewiſe, the Acceptor refuſed Payment, which obliged the Poſſeſſors to ſue him for the Value, and this they did in ſeparate Suits, carried on before different Judges, whoſe Opinions were ſo oppoſite, that one of the Holders had a Sentence in his Favour, and the other againſt him; upon which new Suits were commenced, and finally determined for them, who accordingly recovered, not only the Principal and Charges of the Bills, but thoſe of the Law Suits alſo; which ſeems to have fixed the Point before conteſtable, and now placed it on a Par with what is obſerved in the other Parts of *Europe*. And though there are ſome few in *Italy* who value themſelves on the Protection of the Laws to ſcreen them from a Payment under the aforementioned Circumſtances, yet they thereby irreparably prejudice their Character, and muſt not expect any future Credit; ſo that thoſe who have any Regard for either, act more like Merchants and honeſt Men, and diſcharge their Acceptance whilſt they are able.

264. In the Territories of the King of *Denmark*, no Bills muſt be made payable after Sight for a longer Term than two Months; and whatever proteſted Bills are not ſued for in ſix Months from the Proteſt's Date, ſhall loſe their Right as Bills of Exchange, and thenceforward be only regarded as a Book Debt; and all Law Suits concerning them muſt be concluded within a Year. It hath long ſince been determined by a ſettled Rule among the Merchants at *Copenhagen*, and confirmed by a Judgment in the higheſt Court, that the Charges on all proteſted Bills ſhall be 6 *per Cent.* for Exchange and Re-exchange, with ½ *per Cent.* for Proviſion; and by a Placard of the 26th of *Nov.* 1731, Bill-Bonds (which are a Sort of Inland Bills, and ordered in lieu of Notes of Hand) were introduced; they muſt be on ſtamped Paper, and drawn at three Months, but not to continue longer than four; they have a Right when proteſted like foreign Bills of Exchange, bear an Intereſt of ½ *per Cent.* Monthly, and muſt be ſued for within a Month after due.

265. Since I begun on this Subject of Bills, a ſmall Diſpute has happened at *Legborn* about their Payment, which I ſhall juſt mention for my Reader's Information. It has always been cuſtomary at that Place to pay them in Gold; but Zechins have lately been ſo ſcarce there, as to bear a Premium of from 2 to 3 *per Cent.* from Silver, to avoid which Expence ſeveral tendered Payment of their Bills in the laſt mentioned Metal, and not being admitted, ſome of them were returned proteſted, which occaſioning a little Confuſion in their Commerce, an Application was made to the Regency, who (as I underſtand) determined, that Bills ſhould be paid as uſual; however ſome here ſtill pretend to have an Inſertion in all they take for their Payment in Gold, which Innovation I preſume will wear off, as the Cauſe that occaſioned it ceaſes. And having treated of every Particular relative to Bills, but their Form, that now naturally challenges a Remark.

266. Bills of Exchange ſhould be wrote in a fair Hand, cleanly, and without Miſtakes; their Stile admits of ſeveral Variations, as one or more Bills are granted, of the ſame Tenour; Difference in the Time or Place of Payment; or according to the Species it is to be made in; which the following Forms may ſerve to illuſtrate.

London the 18th of *January*, 1752. Exchange for 50*l.* Str.

AT Sight of this my only Bill of Exchange, pay to Mr. *John Rogers*, or Order, fifty Pounds Sterling, Value received of him, and place the ſame to Account, as *per* Advice (or *without further Advice*) from

Samuel Skinner.

To Mr. *James Jenkins*,
Merchant in *Briſtol.*

London

London the 18th of *January*, 1752. Exchange for 10000 liv. *To.*

AT fifteen Days after Date (or *at one, two,* &c. *Uſos*) pay this my firſt *per* Exchange, to Meſſ. *John Rogers* and Comp. or Order, ten thouſand Livres *Tournois*, in Specie known to us this Day, Value of Ditto's, and place the ſame to Account as *per* Advice from

Thomas Bencraft.

To Mr. *Henry Kendrick*,
Banquier in *Paris.*

1) the Second

London the 18th of *January*, 1752. Exchange for 10000 liv. *To.*

AT fifteen Days after Date (or *at one, two,* &c. *Uſo's*) pay this my ſecond *per* Exchange (firſt or third not paid) to Meſſ. *John Rogers* and Comp. or Order, ten thouſand Livres *Tournois*, in Specie known to us this Day, Value of Ditto's, and place the ſame to Account, as *per* Advice from

Thomas Bencraft.

To Mr. *Henry Kendrick*,
Banquier in *Paris.*

2)
and in the third write *(firſt or ſecond not paid)* which Example may ſerve for all Bills.

London the 18th of *January*, 1752. Exchange for D. 1000.

AT Uſance pay this my firſt *per* Exchange to Mr. *Ignatio Teſtori* (or *to the Procuration of Mr.* Ignatio Teſtori) one thouſand Ducats Banco, Value of Mr. *Gregory Laman*, and place it to Account as *per* Advice from

Nicholas Reubens.

To Mr. *James Robottom*,
Merchant in *Venice.*

London, the 18th of *January*, 1752.
Exchange for 1600 *per* 000 Rs.

AT thirty Days Sight (or *Uſance*, &c.) pay this my firſt *per* Exchange to *Samuel Fairfax*, Eſq; or Order, one thouſand ſix hundred Mil Reis, Value of Ditto, and place it to Account as *per* Advice from

Jeremiah Tomlinſon.

To Meſſ. *Brown* and *Black*,
Merchants in *Liſbon.*

London, the 18th of *January*, 1752.
Exchange for 273*l.* 15*s.* St. at 35 Sc. 7 G. *per* £ Str.

AT two Uſo's and a half, pay this my firſt *per* Exchange, to Mr. *Joſeph Jacobs*, or Order, two hundred and ſeventy-three Pounds fifteen Shillings St. at thirty-five Schillings and ſeven Groots *per* Pound Sterling, Value of Mr. *James Merriman*, and place it to Account, as *per* Advice from

John Johnſon.

To Mr. *David Hill*,
Merchant in *Amſterdam.*

London, the 18th of *January*, 1752.
Exchange for 2000 Dollars.

AT Uſance pay this my firſt *per* Exchange, to Mr. *Richard Redman*, or Order, two thouſand Dollars, Value of him, and place them to Account of *W. M.* Eſq; and Co. as *per* Advice from

Abraham Moreton.

To Mr. *Bartholomew Jermain*,
Merchant in *Leghorn.*

N. B. *Bills are drawn in the ſame Manner on* Genoa.

London, the 18th of *January*, 1752.
Exchange for xx 2000. at 400 Reis *per* Cruſado.

AT Uſance pay this my firſt *per* Exchange, to Mr. *Samuel Levy*, jun. or Order, two thouſand Cruzadoes, at four hundred Reis *per* Cruzado, Value of Ditto, and place them to Account, as *per* Advice from

John Thomas.

To Mr. *Richard James*,
Merchant in *Oporto.*

London, the 18th of *January*, 1752.
Exchange for £ 108 10 *Iriſh* Str.

AT thirty-one Days after Date, pay *(in Dublin)* this my firſt *per* Exchange, to Meſſ. *Richard* and *Thomas Moore*, or Order, one hundred and eight Pounds ten Shillings, Sterling Money of *Ireland*, Value of Mr. *Ezekiel Sampſon*, and place it to Account as *per* Advice from

Nicholas Fairman.

To Mr. *Chriſtopher Reynolds*,
Merchant in *Waterford.*

A made Bill in *French.*

Marſelle, 31 *Octobre*, 1752. *B. M.* 350.

ANonante Jours de Datte, payez par cette premiere de Change, a l'Ordre de Meſſ. *Jean Jacobſon*

cobſon & Fils, trois Mil. trois Cent cinquante Marcs Banco, Valeur en Compte,

Jean Martel.

A Monſieur
Monſ. *Jacob Geraers*
A *Hamburgh.*

The Endorſement is as follows.

Pay to Mr. *James Trotter*, or Order, Value in Account. *Stockholm* the 3d of *October*, 1751.

John Jacobſon and Sons.

Pay to Mr. *Levi Solomon*, or Order, Value received. *London*, the 2d of *January*, 1751-2.

James Trotter.

The following is a 2d Bill in *Italian.*

Londra 24 *Feb.* 1751. *per* 600 d' 8 *r.*

AD Uſo pagate *per* queſta ſeconda di Cambio (una Sol Volta) al mio Ordine, pezze ſei Cento do otto Reale, Valuta Contoci (or *Auuta del Medeſſimo*) ponendole come *per* la d'Aviſo addio

Thomas Deacon.

Al Sar. *Pietro Cambanelli* à *Livorna.*

La prima *per* accettaz, in Mano de *Sr. Fralli*, &c.

London, the 18th *January*, 1752.

Exchange for 3030 D.

AT Uſance pay this my firſt *per* Exchange to yourſelves (or *to your own Order*) three thouſand Dollars of eight Rials each, Gold or Silver, of the Currency known to us this Day, Value of Mr. *John Crew*, which place to Account as *per* Advice from

Richard Bingham.

To Meſſ. *Patrick Janſen* and Co.
in *Madrid.*

Patrick Janſen and Co.

When Bills are drawn at Uſance, or ſo many Days Date, the Acceptance muſt be at the Bottom of the Bill, as in that immediately preceding; but when they are drawn payable at ſo many Days Sight, the Acceptance muſt expreſs the Day it is made; and an Endorſer may divide a Bill, and make Part of it payable to one, and Part to another, which is done in the following Manner. *A.* poſſeſſing a Bill for 200*l.* Sterling, endorſes on the firſt 122*l.* payable to *B.* and in the ſecond 78*l.* payable to *C.* and ſends the firſt to *B.* and the ſecond to *C.* ſo endorſed, and on their preſenting them to the Party the Bill is drawn on, he accepts the firſt for the 122*l.* and the ſecond for the 78*l.* in Conformity with their Endorſements.

In *France* by an Ordinance of the King's in *March*, 1673, it is directed, that the Nature of the Value received for Bills of Exchange ſhall be inſerted in them, and expreſsly mentioned, whether it was in Money, Merchandize, or other Effects, to prevent ſeveral Abuſes that had crept into this Branch of Commerce, by the bare Inſertion only of Value received; for it was common to give a Note, in Payment of a Bill of Exchange, both expreſſing Value received: And this Method was found to be of great Prejudice to Trade, by occaſioning many Failures, which the afore-mentioned Arret was intended to prevent. And in conſequence hereof there are four Sorts of Bills of Exchange in that Country, *viz.* the firſt expreſſing ſimply *Value received*; the ſecond *Value received in Merchandize*; the third *Value in himſelf*; and the fourth *Value underſtood.* The firſt and ſecond need no Paraphraſe, being both alike in their Negotiation, and their Diſtinction only anſwering ſome Ends that may occur between the Drawer and Deliverer (in caſe of any Failure or Fraud.) The third Sort is when a Merchant draws a Bill of Exchange on one who owes him Money, which he ſends to his Friend or Factor, to procure Acceptance and Payment; and as the Acceptant is a Creditor of his, an Inconvenience might accrue to him, ſhould he inſert Value received, as his Friend or Factor might pretend that it belonged to him, appearing by the Bill that the Drawer had received the Value. The fourth is, when a Perſon taking a Bill of Exchange from one on whoſe Credit he cannot relie, gives the Drawer his Acknowledgment of receiving the Bill, whoſe Value he obliges himſelf to ſatiſfy, on having Advice that the Bill is paid; but if the Bill returns proteſted, it is again exchanged for the Note, the Drawer defraying the Charges. The Times for which Bills are made payable are alſo four, *viz.* At ſo many Days Sight, eight, ten, fifteen, *&c.* and the Time does not commence running till the Day after it is preſented and accepted; ſo that a Bill drawn payable at ten Days Sight, and is accepted the laſt Day of *April*, is not demandable till the 11th of *May*, and the Reaſon is, that the Day of Acceptance, which is the 30th of *April*, is not counted, but the Reckoning begins only on the 1ſt of *May*; the 10th of *May*, on which the Bill expires, is not counted neither, becauſe that the 10th does not finiſh till Midnight, and conſequently an Action cannot be brought againſt the Acceptor till the 11th of *May*, which begins the Moment ſucceeding that on which the 10th finiſhed; and in Effect, if one begins to count from the 1ſt of *May* and continues to the 10th at Midnight incluſive, there will be found no more than ten whole Days, which is the Time the Acceptor had to pay the Bill in.

The ſecond Method of Drawing Bills, is to make them payable at a Day certain. For Example, a Drawer gives his Bill to be paid on the 1ſt of *May*, which according to what is ſaid in the preceding Caſe, is not demandable till the ſecond, as the Day of its falling due is never counted.

And there is no Obligation to procure Acceptance to a Bill of this Tenor; as the Time goes on whether accepted or not; but is otherwiſe with the foregoing, payable at ſo many Days Sight; though it is certainly more adviſeable to get it accepted, as by this Means another Debtor is added to the Drawer, which becomes a new Security.

The third Time of Bills is at Uſance, (which is according to the Places drawn on) double Uſance, or two Uſances, &c. and tho' there is no more Obligation to procure Acceptance to this than to the preceding one, as the Time runs on from the Day of its Date, yet the ſame Reaſons ſubſiſt for ſoliciting its Acceptance as occurred then.

And there having formerly been many Diſputes about the Time of Bills falling due that were drawn payable at Uſance, double Uſance, &c. the King by his Ordinance has regulated it for the future by making Uſance to be thirty Days, whether the Months have more or leſs in them, the thirty Days to be counted from the Day the Bill is dated, and not to be demanded till that ſucceeding the Expiration of the thirtieth, as has been obſerved in thoſe Bills payable at ſo many Days Sight, and at a Day certain; but theſe Laws are only binding in *France*, on ſuch Bills as are payable there, but not on thoſe drawn from thence on other Countries, where different Uſages and Cuſtoms are practiſed.

The fourth Sort of Terms of Bills, is, when Merchants draw them payable at *Lyons* in the Fair-time, which they Term Payment, and which they have four Times a Year, as has been before-mentioned.

When Honeſty reigned among the Merchants, theſe Bills, payable in Payment at *Lyons*, were never accepted by Writing, he on whom they were drawn only ſaid verbally, SEEN, and the Bearer noted it in his Book accordingly. The *Lyonnois* practiſed this for a long Time without any Accident; but Integrity became ſlack by the Corruption of the Times, and ſome Bankers having denied that Bills had been preſented them, the Merchants for a greater Security now have them accepted in writing.

It was neceſſary that the Bankers and Merchants of *Lyons*, to eſtabliſh this Diſpoſition in the Acceptations, and to reſtrain many other Abuſes committed in their City, ſhould ſeek a Remedy, and therefore propoſed a Regulation to the Governor, &c. thereof, the which was approved of and allowed by an Arret of Council, and regiſtered in the Parliament of *Paris* in the following Words, *viz.* "That the Acceptations of the ſaid Bills of Exchange ſhall be made "by Writing, dated and ſigned by thoſe on whom "they are drawn, or by Perſons duly empowered by "a Procuration, of which the Minutes ſhall remain "with the Notary; and all thoſe which ſhall be made "by Factors, Deputies, and others not furniſhed "with Procurations, ſhall be null and of no Effect "againſt him on whom they are drawn, ſave the "Recourſe againſt the Acceptor."

This Regulation, which was only for the City of *Lyons*, proved a ſufficient Remedy for the Abuſe that was committed by the want of Acceptance to Bills; but this did not in any Shape remedy thoſe ariſing from a conditional Acceptance in theſe Words, *accepte pour Repondre au Temps* (accepted to anſwer in Time) for this is the ſame as ſaying nothing, and is contrary to the public Surety; becauſe a Merchant of *Paris* or other Places, drawing a Bill of Exchange on his Correſpondent at *Lyons*, who ſhall have no Effects of his in Hand, and who only accepting it with the Circumſtance, *To anſwer in Time*, not being willing to advance for his Friend, when the Seaſon of the Fair, or Payment is come, if Remiſſes are made him, he pays a Creditor with a Debt, if he has the Opportunity, or elſe the Contents of the Bill is diſcharged at the End of the Payment; but if he has no Proviſion made him, he lets the Bill be proteſted; ſo that a Merchant who does not underſtand this Cuſtom, and who has paid his Money three Months before, comes upon the Drawer or Bearer of Orders, who very often have failed in the mean Time; whereas if he on whom the Bill is drawn, accepts purely and ſimply when it is preſented him, he in whoſe Favour it is would have had his immediate Security, and its Payment when fell due.

And however ſuitable to the Intereſt of the *Lyonnois* this Practice might be, (as they generally accepted without Effects in Hand) yet as it placed them on a different Footing from every other Trader in the Kingdom, it was judged but reaſonable by other Merchants to find out a Method that ſhould put them all on a Level, and oblige thoſe of *Lyons* to a pure and ſimple Acceptation; but though this was obſerved by ſome conſiderable Bankers, who drew their Bills or took them with the Inſertion of ſuch Words as would not admit of Evaſion in the Acceptor, yet this did not anſwer the Intent, as many of *Lyons* would not accept the Draughts on them in any other Manner than that formerly mentioned; therefore

fore

fore to remedy the Inconvenience and Diſorders which this occaſioned in Trade, and to place all his Majeſty's Subjects on a Level, he directed by his Ordinance "That all Bills of Exchange ſhall be ac-" cepted by Writing purely and ſimply; abrogating "the Cuſtom of a verbal Acceptance, or by theſe "Words, *Veu ſans Accepter* (ſeen without accepting) "or *accepted to anſwer in Time*, and all other con-" ditional Acceptations, which ſhall be deemed a "Refuſal, and the Bills may be proteſted."

I mention thoſe Circumſtances, in which I think moſt *European* Nations are intereſted, as there is hardly one from whence a conſiderable Trade is not carried on with *Lyons*, either in the Commercial or Banking Way.

And through the happy Improvement of our own Silk Manufactures has very conſiderably leſſened for ſome Years paſt, our trading Engagements with that powerful City, yet there ſtill remains ſuch an Intercourſe, as the Knowledge of tranſacting Buſineſs there may occaſionally concern many of my Readers.

I have now done with Exchanges, and exerted my Endeavours to reduce every neceſſary Obſervation on them into as ſmall a Compaſs as the Nature of the Subject would permit, conſiſtent with rendering myſelf intelligible, and having the Rules I have laid down, clear and practicable; and though I might without incurring an Imputation of Prolixity, have ſwelled a Diſcuſſion of this nice Particular into a Volume inſtead of a Chapter, I confide I have left nothing unſaid that could contribute to my Purpoſe of clearing up every Difficulty which might ariſe to my Readers in their exchanging Buſineſs; having carefully collected and communicated the Sentiments of the beſt Writers in all Languages on this Topick, ſo far as they were agreeable to that Experience which a long Practice in this Branch of Buſineſs has furniſhed me with; and I hope I ſhall not be accuſed of Vanity if I aſſert, that my Labours herein and Endeavours to have every Section ſuch, as to ſtand the ſtricteſt Scrutiny, have by far exceeded thoſe of every other Author that has gone before me, who either have ſuperficially run over the Matter, or blindly propagated the Errors of one another, thro' Ignorance or Sloth, which I have ſtudied to rectify, and I confide with Succeſs.

Before I treat of Arbitrations, I ſhall ſay ſomething of *Brokers*, as a proper Appendage to the preceding Diſcourſe, the greateſt Part of Exchanges being tranſacted by them.

Of Brokers.

BROKERS are Perſons ſworn and authorized by the Magiſtracy of the Place where they act, and ſuch are always regarded in preference to others, who interfere in theſe Negociations without being licenſed; as a Credit is given to a Declaration of the former in caſe of any Diſpute, though it is not admitted from the others; and in ſome Places thoſe who illegally exerciſe the Function are fined for acting without Permiſſion.

It is the Duty of a Broker, to be *diligent*, *faithful*, and *ſecret*, whether his Dealings be in Exchanges, or Purchaſes and Sales, as they are the Mediators in all Negociations; and thoſe Licenſed, may properly be called public ones, from the Nature of their Buſineſs, which leads them to a general Employ between Merchants, Traders, and Remitters. They are called at *Amſterdam* (as well as here) *Brokers* (Courtiers or Mackelaers) though on the Coaſts of *Provence*, and up the *Levant*, they are termed *Cenſals*, and at *Paris*, the Exchange Brokers have for about a Century paſt, bartered this Appellation, for that of Agents; and to render the Office yet more honourable, about fifty Years ago the Quality of King's Counſellor was added to it, tho' the Buſineſs is the ſame, however the Denomination may differ.

The Number of Sworn Brokers in *London* is unlimited; at *Amſterdam* there are three hundred and ſeventy-five *Chriſtians* and twenty-two *Jews*, acting in Trade and Exchanges, beſides which, there are many who practiſe (as they do here) unſworn and unlicenſed, to whoſe Teſtimony no Regard is paid in a Court of Juſtice, as before-mentioned.

Thoſe who exerciſe the Function of Brokers, ought to be Men of Honour, and capable of their Buſineſs; and the more ſo, as both the Credit and Fortune of thoſe that employ them may in ſome meaſure be ſaid to be in their Hands, and therefore they ſhould avoid Babbling, and be prudent in their Office; which conſiſts in one ſole Point, that is to hear all, and ſay nothing; ſo that they ought never to ſpeak of the Negociations, tranſacted by means of their Intervention, or relate any ill Report, which they may have heard againſt a Drawer, nor offer his Bills to thoſe who have ſpread it.

Before offering any Bills of Exchange, which a Broker is Commiſſioned about, he ought to aſk the Perſon he applies to, whether he wants Bills for ſuch a Place, or hath Money to diſpoſe of; and if this Merchant queries whoſe the Bills are, which he has to negociate, he ought not to inform him till his Reply let him know, whether he wants any, or not.

When a Merchant has diſcovered his Intentions to draw, or that he has Bills to negociate, the Broker ſhould offer them, purely and ſimply without any Exaggeration, in their favour, or disfavour; and if he to whom they are propoſed, refuſes them, with ſaying they do not ſuit him, it would be not only improper but impertinent in the Broker, to aſk the Reaſon of ſuch a Refuſal, and the height of Imprudence in him, to amplify their Goodneſs, or the Solvency of their Owner, in order to induce the Refuſer to change his Intentions, and take them; on the contrary, he ought to take care never to deceive the contracting Parties, but to be ſincere in all his Actions, without uſing any Artifice to attain his purpoſed End in his Negociations; and above all, he ſhould avoid offering Things for which he has no Authority, as he may be taken at his Word, and have the Negociation remain for his own Account to his no ſmall Diſadvantage (if known) both of Purſe and Credit; and the ſame may happen in Purchaſes and Sales, as in Exchanges.

A Broker ſhould take care in making an Agreement between two Perſons, to be well aſſured of the Place to be drawn on, and when it is, where there is a ſettled Uſance, he has nothing to treat of but the Price: though, in caſe the Parties agree on an Exchange for a Place where the Time of the Bills running is uncertain, that of Payment muſt be fixt, with every other Requiſite to conclude the Bargain.

When a Broker has adjuſted a Remiſs, he muſt enquire of the Remitter to whom he will have the Bills payable, and ſhould always carry ſome Slips of Paper on a Poſt-Day in his Pocket, on which to note it, as alſo the Sum agreed for the Time of Payment, to whom payable, from whom the Value is to be received, at what Price the Exchange was concluded, and the Day it was agreed on, which Memorandum he muſt give the Drawer, and enter a Duplicate thereof in his Book, that may ſerve as a Teſtimonial, in caſe of any Diſpute between the contracting Parties.

It is the Broker's Obligation to call for the Bills, and carry them in Time to the Remitter, though this is a good deal out of Uſe in this great Metropolis, where the Merchant commonly ſends a Clerk with them, to leſſen the Broker's Trouble.

A prudent Merchant will never attach himſelf entirely to one Broker for fixing the Price of the Exchange, nor will prefer one to another in the Execution of his Commiſſion, either through Favour or Friendſhip, but he who offers the beneficial Terms ſhould be the Agent on that Occaſion; and by ſuch Behaviour he diſobliges nobody, but rather ſtimulates an Emulation in them to procure his Advantage.

It is a great Fault in a Merchant whoſe Credit is not well eſtabliſhed, when he has a mind to draw, to make Uſe of a Broker who is but young in, or ignorant of his Buſineſs; and he who draws in Virtue of a Letter of Attorney for another's Account is obliged to declare it to the Broker, who muſt in Conſequence contract in the Name of the Conſtituent, and not in his who gave the Order.

An Exchange once concluded with the Broker, or by his Mediation, ought to be carried into Execution; as it is both unfair and illegal for either the Drawer or Remitter to retract their Words given. And if a Broker concludes any thing either without or exceeding Orders, more eſpecially at an inferior Price, the Merchant has juſt Reaſon to reſent it (though the Broker offers Satisfaction) as his Credit is concerned, and may be hurt beyond a Poſſibility of *Reparation*.

The Bills of young Beginners may be offered by a Broker, but if he frequently tenders ſuch as are notoriouſly in Diſrepute, he muſt greatly ſuffer in his Reputation; more eſpecially if he takes on him to recommend them; and if he ſubmits to be employed by one he knows to be inſolvent, or near being ſo, and endeavours to draw or remit for him when certain that his Bills will not be anſwered, or he as a Remitter does not comply with his Engagements, he ought to be ſeverely puniſhed for his Knavery; and his being deprived of any future Buſineſs is the leaſt he can expect, though the Puniſhment is not adequate to his Deſerts.

A Broker ſhould never aſk more, nor admit leſs, than what the Law and Cuſtom allows him; this for Exchanges in *London* is always one *per* Mil. for each of the Parties concerned (though on Purchaſes or Sales ½ *per Cent*;) and at *Amſterdam* the Tariff is ſettled at three Stivers for a hundred Guilders, the half payable by the Drawer, and the other Moiety by the Remitter, as follows, *viz.*

	l.	*s.*	*p.*
A thouſand Ducats on *Venice*	4	0	0
A thouſand Dollars on *Genoa* or *Leghorn*	4	0	0

A thou-

	l.	*s.*	*p.*
A thouſand Ducats on *Madrid*, or any other Parts of *Spain*	4	10	0
A thouſand Cruſados on *Liſbon*, or any other Part of *Portugal*	4	0	0
A hundred Pounds Sterling on *London*, or any other Part of *England*, *Scotland*, or *Ireland*	1	10	0
A thouſand Crowns on *Paris*, or any other Part of *France*	1	10	0
Though when the Exchange was very high, Brokerage was in Proportion, and formerly Guild. 4. 10. were paid on negociating the thouſand Crowns.			
A thouſand Rixdales on *Francfort*, *Leipzick*, or *Breſlaw*	3	10	0
A hundred Livres de Groſs (or ſix hundred Guilders) on *Dantzick*, *Coningſberg*, *Anvers*, *Liſle*, and all *Flanders* and *Brabant*	0	18	0
A thouſand Daelders on *Hamburgh* (computed $1666\frac{2}{3}$ Guilders)	2	10	0
A thouſand Guilders on *Rotterdam*, and other Parts of *Halland*	1	10	0
A thouſand Guilders Bank Money changed into Current	1	0	0
A thouſand Guilders of Gold changed into Silver, and *per contra*	1	0	0
Five hundred Livres de Groſs for an *Eaſt-India* Action	6	0	0

And in Proportion on other Places of Exchange; not but that ſome Brokers impoſe on People they find ignorant of the abovementioned Regulations and Cuſtoms, but this is a Cheat, which no honeſt Man will be guilty of.

At *Paris* Brokerage is $\frac{1}{4}$ *per Cent.* and at *Lyons* forty Sols is commonly given for three thouſand Livres *Tournois*, half by the Taker and half by the Giver of the Bill; and at this laſt Place any one is permitted to exerciſe the Function of a Broker, it being a free City.

At *Venice* Brokerage is $\frac{2}{3}$ *per* Mil. at *Genoa* $\frac{1}{3}$ *per Cent.* at *Leghorn* $\frac{1}{2}$ *per* Mil. at *Bologne* 1 Sol *per* a hundred Crowns; and in all other Banking Cities according to what the Government has ſettled.

Of the Par of Monies.

MOST of what has hitherto been wrote concerning the Par of Coins is obſcure and confuſed, the greateſt Part of the Authors who have publiſhed any thing about it give the Par of Monies no longer current; however it is a thing not over difficult, as it only conſiſts in making the Compariſon between the intrinſic Value of the Gold and Silver Coins of each Country, and the Price they paſs current at; it is therefore neceſſary that the exact Weight and Standard of ſuch Monies be firſt known. The celebrated Sir *Iſaac Newton* publiſhed a Tract of the Standard of foreign Coins, which was printed at the End of Mr. *Arbuthnot*'s Work; but ſo many Alterations have ſince been made in the Monies of *France*, *Spain*, and ſome other Countries, that it is neceſſary to examine the laſt Arrets that have been publiſhed about them to clear up this Particular. As for Example: The King of *Spain*, by a Decree of the 14th of *January*, raiſed the Piſtole from thirty-two to thirty-ſix Rials of Plate; and by a ſubſequent Decree of the 8th of *February* following, it was ordained that the Dollars ſhould be current in his Eſtates at nine and $\frac{1}{2}$ Rials inſtead of eight, which they paſſed at before, and theſe have ſince been raiſed to ten, and the Piſtole to forty Rials, which Obſervation might be enlarged on that of ſeveral other Species, but neither Room nor Time permits my doing it; I muſt therefore content myſelf with giving ſome few Examples; but theſe ſhall be ſuch as will ſufficiently and clearly demonſtrate the Method by which all others may be found out.

The Par of Gold Coin between London *and* Amſterdam.

Of $1\frac{1}{2}$ Mark of Gold of the Standard of 22 Carats are made in *England* $44\frac{1}{2}$ Guineas, as Sir *Iſaac Newton* demonſtrated to the Lords of the Treaſury on the 21ſt of *September*, 1717, each Guinea being then current at 21 Shillings and Six-pence Sterling; but ſince it has been lowered to 21 Shillings. At preſent 1000 new *Holland* Ducats weigh 14 Marks 1 Ounce and $11\frac{3}{8}$ Engels; each Mark is of the Standard of 23 Carats and a trifle more than 7 Grains, from whence it follows, that there is as much pure Gold in 1000 Ducats as in $451\frac{6}{97}$ Guineas. Commonly in the Payments that are made among the Citizens, a Ducat paſſes in *Holland* for 5 Guilders and 5 Stivers current Money, and according to this Proportion

tion an *Engliſh* Guinea, or 21 Shillings Sterling, is worth 11 Guilders and 12 Stivers current Money of *Holland*; or $9480\frac{9}{77}$ Shillings Sterling are equal in Value to 5250 Guilders; or one Pound Sterling to about 36*s.* 11 *d.* de Groſs, current Money; or if the Agio be reckoned at $4\frac{3}{4}$ *per Cent.* it will be found very near 35*s.* 3*d.* de Groſs Bank Money.

The Par between London *and* Amſterdam *of Silver Money.*

According to the aforementioned Report made by the ſaid Sir *Iſaac Newton* in the Year 1717, $11\frac{1}{10}$ Ounces of pure Silver, and $\frac{9}{10}$ of an Ounce Alloy made 62 Shillings Sterling; in *Holland* 200 Pieces of 3 Guilders weigh 25 Marks 5 Ounces 11 [illegible] Engels, and are of the Standard of 11 Pennyweights; or in $1052\frac{200}{333}$ Shillings Sterling there is as much fine Silver as there is in the ſaid 200 Pieces of 3 Guilders, and the Value of 20 Shillings Sterling in 1717 was near to 38 Sch. current Money of *Holland*.

If the Compariſon be made by Ducatons, or by *Holland* Rixdales, inſtead of 3 Guilder Pieces, it will be found very near the ſame Value; for if it be true (as I am informed) that 200 Ducatons weigh 26 Marks 3 Ounces 15 Engels, and their Standard is $11\frac{1}{4}$ Pennyweight; and if 200 Rixdales weigh 22 Marks $6\frac{1}{2}$ Ounces of the Standard of $10\frac{1}{2}$ Pennyweight; when the 3 Guilder Pieces are fixed at 60 Stivers, the intrinſick Value of the Ducaton will be 63 Stivers $3\frac{2}{17}$ Deniers, and the Rixdales 50 Stivers and almoſt 2 Deniers.

The Par between France *and* Holland *for the Gold Coin.*

A Mark of Gold Money, worth at preſent in *France* 720 Livres, is exactly 30 Louidors, and the Standard 21 Carats 7 or $7\frac{1}{2}$ Grains, we will take the Medium when at 21 Carats $7\frac{1}{2}$ Grains, each Louidor ought to weigh $5\frac{1}{3}$ Engels; thoſe coined in the Year 1731 weigh 5 Engels and 10 Azen, which we may deem the true Weight. In 1000 *Holland* Ducats there is then as much pure Gold as in $466\frac{29}{30}$ Louidors. If the Ducat is counted at 5 Guilders 5 Stivers current Money, a Louidor, or 24 Livres *French*, is worth of *Dutch* Money 11 Guilders 5 Stivers, and the 3 Livre Crown almoſt $56\frac{1}{4}$ *d.* de Gros current Money, or 64 *French* Livres were (in 1731) of an equal Value with 30 *Dutch* current Guilders, and 16 *French* Crowns of 6 Livres are at a Par with 15 three Guilder Pieces; or 30 Ducats of *Holland* are worth 14 Louidors. The Proportions I here give are ſufficiently exact; for if 1000 current Guilders are reduced into *French* Money, there will be found by the ſaid Proportions only $\frac{1}{96}$ of a Louidor, or $\frac{4}{15}$ of a *French* Livre, leſs than by the intrinſick Value; $\frac{4}{15}$ of a *French* Livre are $\frac{1}{3}$ of a Guilder.

If the Agio of $\frac{1}{4}$ *per Cent.* upon the Bank Money be taken, the Value of 3 *French* Livres will be a ſmall matter leſs than 53 *d.* de Gros Bank Money.

The Weight of 1000 Louidors of the Sun is 33 Marks, 1 Ounce of the Standard, of 21 Carats, 7 Grains (*Koophandel van* Amſterdam 2*de Deel. pag.* 111. *ed.* A. 1727) by which it is ſeen that they are near of equal Value, with the new Louidor.

The Par between France *and* Holland *of the Silver Money.*

The King of *France* by an Arret of the 25th of *May* 1726, fixed the Mark of Silver Money at 49 Livres 16 Stivers, and ſince that Time I believe no Alteration has been made; the Standard is almoſt 11 Pennyweights, and that of the ancient Crown of 9 to the Mark was of 10 Pennyweights and 22 Grains (*Traite des Changes Etrangers, par Mr.* Dernis, Paris 1726.) At preſent in *France* there are 6 Livre Crowns of $8\frac{3}{10}$ to the Mark, and it is ſaid that the Standard is 11 Pennyweights. In making the Calculation it will be found, that in 200 three Guilder Pieces there is as much pure Silver as in $213\frac{93}{120}$ *French* Crowns of 6 Livres, or each of theſe Crowns worth is pretty near $56\frac{1}{4}$ Stivers current Money of *Holland*; this is very near the ſame Value which we have found in the Gold.

The Silver Pieces of 24 Sols coined in *France* 1726 and 1727, only weigh $3\frac{3}{4}$ Engels, and the Value in *Dutch* Money is 10 [illegible] current Stivers.

Almoſt all Authors who have treated of a Par, have taken for a Foundation that the ancient Crown of 3 Livres, or of 9 in a Mark (*by the Arret of the* 16*th of* September 166, *Mr.* Dernis *pag.* 4.) was worth 100*d.* de gros of *Holland*, or that the Mark of 11 Pennyweights *French* Money was worth 22 Guilders 10 Stivers; but at preſent by the Pieces of 3 Guilders the Value of the ſaid Mark is found to be 23 Guilders 7 Stivers, or that of a Crown of 3 Livres $103\frac{7}{9}$ *d.* de gros current Money; upon which Footing the Calculation may be made in the preſent Time; for it ſhould be ſtated by the Rule of Three inverted; if when the Mark of Money is fixed at 27 Livres, the Par is $103\frac{7}{9}$ *d.* de gros, how much will the Par be if the Mark is worth $49\frac{4}{5}$. But it is eaſier to make the Calculation by the Crowns, becauſe it is found at preſent that there are $16\frac{3}{5}$ Crowns of 3 Livres in a Mark; ſo it is ſaid if $16\frac{3}{5}$ Crowns are worth 23 Guilders and 7 Stivers current *Dutch* Money, how much ſhall one Crown

Crown be worth; and it will be found as aforeſaid, a little more than $56\frac{1}{2}$ *d.* de gros. In the Beginning of the Year 1726 the Par was at $67\frac{1}{2}$ *d.* de gros, it may be ſeen then, that it is very eaſy to find the Par, whether the King of *France* riſes or falls the Price of the Coin. In Caſe that it changes not only the Weight but the Standard, the direct Rule of Three ought to be ſtated by ſaying, the ancient Standard is to the Par that is found, as the new Standard is to the Par ſought for.

The Par between Liſbon *and* Amſterdam *for the Gold Coin.*

By an Ordinance of Monſ. the Count de *Daun*, it is ſeen, that the old Louidor of *France* weighed at *Milan* 5 Pennyweights and 12 Grains, and the Cruzado of *Liſbon* 8 Pennyweights and 18 Grains; 1000 of the ſaid Louidors weighed in *Holland* 21 Marks 1 Ounce and 15 Engels, or each Louidor 4 Engels $11\frac{1}{3}$ Azen; according to this Proportion, the Cruzado ought to weigh 6 Engels $29\frac{2}{3}$ Azen; if the Standard is reckoned (with Sir *Iſaac Newton*) at 21 Carats 7 Grains, as the ancient Piſtoles of *Spain* and *France* were; (*Koophandel van* Amſterdam *2de Deel. pag.* 111 *and* 831) there will be found as much pure Gold in $358\frac{206}{729}$ Cruzados as in 1000 Ducats of *Holland*; and putting the Ducat at 5 Guilders and 5 Stivers, the Value of a Cruzado will be 14 Guilders 13 Stivers and 1 Denier current Money; and becauſe the Cruzado paſſes at *Lisbon* for 4800 Reis, 400 Reis are worth $48\frac{27}{3}$ *d.* de gros current Money, or a little more than $46\frac{1}{2}$ *d.* de gros Bank Money, if the Agio be taken at 5 *per Cent*; or 47 *d.* de gros if the Cruzado weigh 7 Engels, as it is commonly reckoned. This may be done by a yet ſhorter Method, for by the Ducat it is found, that a Mark of the ſaid Cruzados is worth in *Holland* 338 Guilders 9 Stivers; and it is ſaid, if 160 Engels are worth 338 Guilders 9 Stivers, how much ſhall 7 Engels and $29\frac{2}{3}$ Azen be worth? *In a Book printed at* Amſterdam 1730, *intitled*, Sleutel des Koopmans, *pag.* 318, *it is ſaid that the Par is* $63\frac{1}{16}$ *d. de gros.*

A New Method to avoid the great Fractions.

In calculating the Par, or in making the Compariſon between Coins, great Fractions frequently intervene. As for Example; we have found in $210\frac{806}{1765}$ *Engliſh* Crowns of 5 Shillings Sterling, as much pure Silver as in $213\frac{9}{320}$ *French* Crowns of 6 Livres; or 1 Crown of 6 Livres has as much fine Silver as $\frac{24432024}{27182249}$ of an *Engliſh* one of 5 Shillings; but the working of this with ſo great a Fraction being very troubleſome, it may be changed for a leſs Fraction that ſhall be almoſt of the ſame Value, which may be expreſſed as in the following Problem.

PROBLEM.

A great Fraction being given to find another, whereof the Denominator is leſs than a certain Number given, ſo that the Value of the Fraction that has been found, is the neareſt that can be to that given.

I change the Fraction given into another whoſe Numerator is Unity, and I do all the ſame with the Fraction which is found in the Denominator, and ſo on. I neglect for a Moment the Fractions of Fractions that are found at the End, and by that will be had all ſimilar Fractions, which are alternatively the one too big and the other too little, as may be ſeen in the ſubſequent Example.

The Fraction given being $\frac{3147}{7793}$, it is demanded which is the Fraction moſt like it whoſe Denominator is leſs than 100.

But as I think our Author's Solution of his Problem is neither ſo correct nor clear as it ſhould be, I have attempted to make it plainer and more exact, though before I proceed to the Operation it will be neceſſary to premiſe the following Lemma.

To find a Denominator to a given Numerator which ſhall make it the neareſt Fraction to a larger Fraction before given, let the firſt given Fraction be denoted by $\frac{n}{d}$, and the Numerator to the new Fraction be a, and its Denominator x, then we have $\frac{a}{x} = \frac{n}{d}$ therefore $nx = ad$ and $x = \frac{ad}{n}$ which put into Words gives this

Rule.

Multiply the Numerator of the new Fraction into the Denominator of the large one, which then divide by the Numerator of the great Fraction, and you will have the Denominator you ſought for your new Numerator; now in regard to the Problem, firſt find a Fraction whoſe Numerator is Unity, that ſhall be equal to $\frac{3147}{7793}$ which by the foregoing Lemma will be expreſſed $\frac{1}{1\times\frac{7793}{3147}} = \frac{1}{2\frac{1499}{3147}}$, if now you reject from the Denominator, the Fraction of Fractions, there is $\frac{1}{2}$ the neareſt (though too great) to $\frac{3147}{7793}$ when the Denominator muſt not exceed 4. But as the Problem admits an higher one, we repeat the Operation, thus $\frac{1}{2\frac{1}{2\frac{149}{1499}}}$ where you only ſubſtitute for $\frac{1499}{3147}$ its Value altered by the ſaid Lemma to $\frac{1}{2\frac{149}{1499}}$ and rejecting

jecting $\frac{149}{1499}$ we have $\frac{1}{2\frac{1}{2}}=\frac{2}{5}$ which is too great, but the neareſt of any whoſe Denominator does not exceed 50, to the given Fraction; but the Work may be by the Condition of the Problem repeated again $\frac{2}{5\frac{149}{1499}}$ and for $\frac{149}{1499}$ writing $\frac{1}{10}$ found as before, we have $\frac{2}{5\frac{1}{10}\frac{9}{149}}$ from which leaving out $\frac{9}{149}$ there is $\frac{2}{5\frac{1}{10}}=\frac{2}{\frac{51}{10}}=\frac{20}{51}$ which is too big, though it is the Fraction ſought; for if the Work be again repeated, you will have a Denominator which ſhall be 817.

N. B. It appears by Inſpection that the higher the Denominator is, the nigher you approach to the Truth (for there is leſs omitted in the Denominator) ſo at laſt the Work would converge into the given Fraction.

Note alſo, that by the ſaid Lemma you may find a Fraction of a given Denominator, which ſhall be neareſt equal to a higher given Fraction; and as this is of peculiar Uſe in fractional Works, I ſhall give the Rule it may be performed by.

Multiply the new Denominator into the Numerator of the firſt given Fraction, then divide by the great Denominator, and rejecting the Remainder as inconſiderable, your Quotient ſhall be your new Numerator. By this you may prove the foregoing Work, for if you chuſe a Denominator 51, and would find a Numerator to make it neareſt to $\frac{3147}{7793}$ then $\frac{51\times3147}{7793}$ gives 20, as before found.

A Compariſon of ſome Coins.

Of Silver.

London.	*Amſterdam.*	If reduced	will be found	If reduced	will be found.
20 Crowns of 5 Shil. Ster.	worth 19 Pieces of 3 Guil.	100*l.* Str.	leſs $\frac{2}{3}$ Sti.	1000 Guild.	more $\frac{1}{19}$ Shil. Str.
Paris.	*Amſterdam.*	Crowns	*Dutch* Mon.		*French* Mon.
16 Crowns of 6 Liv.	worth 15 Pieces of 3 Guil.	1000 of 3 Liv.	leſs $5\frac{5}{8}$ Sti.	1000 Guil.	more $8\frac{1}{2}$ Sols.
Or 337 Cro. of 6 Liv.	worth 316 Pieces of 3 Guil.	1000 of 3 Liv.	leſs $1\frac{1}{12}$ Den.	1000 Guil.	more $\frac{1}{9}$ Sols.
Paris.	*London.*	Crowns	*Engliſh* Mon.		*French* Mon.
76 Crowns of 6 Liv.	worth 75 Cro. of 5 Shil. Str.	1000 of 3 Liv.	more $3\frac{1}{4}$*d.* St.	100*l.* Str.	leſs $5\frac{1}{7}$ Sols.

Of Gold.

London.	*Amſterdam.*	If reduced	will be found	if reduced	will be found.
93 Guineas,	worth 206 Ducats	100*l.* St.	more 4 Den.	1000 Guil.	leſs $\frac{1}{4}$*d.* St.
Paris.	*Amſterdam.*	Crowns	*Dutch* Mon.		*French* Mon.
14 Louidors,	worth 30 Ducats	1000 of 3 Liv.	more $3\frac{1}{2}$ Sti.	1000 Guil.	leſs $5\frac{1}{3}$ Sols.
London.	*Paris.*		*French* Mon.	Crowns	*Engliſh* Mon.
30 Guineas,	worth 31 Louidors	100*l.* St.	leſs $21\frac{2}{3}$ Sols	1000 of 3 Liv.	more $1\frac{1}{6}$ St.

Though Mr. *Ricard* has not explained the foregoing Tables, I have judged it neceſſary to do it, that they may thereby be rendered uſeful.

In the firſt Line, the 20 *Engliſh* Crowns are not worth quite 57 Guilders, therefore at that Rate 100*l.* Sterling muſt produce leſs than it would have done had the 100 Shillings and 57 Guilders been exactly equal, and for the ſame Reaſon muſt make ſomething more Sterling Money; and to calculate the Deficiency of the Guilders, firſt find what Part of a Guilder $\frac{2}{3}$ of a Stiver is, which is eaſily diſcovered to be $\frac{2}{3}$ of $\frac{1}{20}$ or $\frac{2}{60}$, or $\frac{1}{30}$, and then the Stating will be,

As 100*l.* ———— $\frac{1}{30}$ ———— 5*l.*

Or as 20*l.* —— $\frac{1}{30}$ —— 1*l.* to $\frac{1}{600}$.

Therefore the Guilders are only $56\frac{599}{600}$. And by the ſame Reaſoning, the true Differences of the 2d Line in the *firſt*, and of the 3d Line in the *ſecond* Table may be diſcovered; but the others being of a different Nature, the Method for them may be demonſtrated by the 3d Line in the *firſt* Table, where 76 *French*

French Crowns of 6 Livres are worth a little more than 375*s.* Sterling; therefore 100*l.* Ster. muſt accordingly make the *French* Money leſs, and to find the real Value of 456 Livres in Shillings Sterling, ſay

Fr. Cro.	*d.*	*Fr.* Cro.
As 1000 of 3 Liv.	— $3\frac{1}{4}$ or $\frac{13}{48}$ of a Shill. ——	76 of 6 Liv. to the Sum ſought.
3		6
3)3000		3)456
8)1000		8)152
125		19

Then $\frac{13\times19}{125\times48} = \frac{247}{6000}$ which muſt be added to 375 Shillings to make the true Value of 456 Livres.

A Compariſon between fine Gold and Silver.

I ſhall not treat here of the Compariſon made between Gold and Silver by the ancient *Greeks* and *Romans*, but commence my Account of it much nearer our own Times. [a] *Agricola* ſays, that a hundred Years before he wrote, or about 1440, one Part of pure Gold was given in *Germany* for thirteen ſimilar Parts of pure Silver [b]. In the Year 1457, it was regarded as a ſettled Price, that had (notwithſtanding the ſeveral Alterations in the Coins) ſubſiſted for ſome Time; the giving 84 Pennings of *Landſberg* Money for a Guilder of the *Rhine*, [c] 100 of theſe Pennings weighing a Mark of *Erfurt*, the Standard was 2 $\frac{1}{4}$ Pennyweights [d]; if the Mark of *Nuremberg* weighed at that Time 152 Engels [e], the Mark of *Erfurt* would be about 149 Engels that weight [f], or the Guilder of the *Rhine* 23 $\frac{1}{77}$ of fine Silver. In the Year 1461, the Mark of Silver at *Erfurt* contained 7 $\frac{1}{37}$ *Rheniſh* Guilders [g] or the Value of the ſaid Guilder a little leſs than 21 $\frac{1}{4}$ Engels pure Silver. In the Year 1528, a Mark of fine Gold of *Nuremberg* was worth 93 Guilders of the *Rhine*, and a Mark of fine Silver a little more than 8 $\frac{1}{2}$ Guilders of the *Rhine*, called golden ones, not coined; [h] ſo that 11 Marks of pure Silver were worth one Mark of pure Gold. In the golden Guilder of the *Rhine* there was 2 $\frac{1}{16}$ Engels that Weight, of fine Gold [i], or the Guilder of the *Rhine* at that Time was eſteemed as 1 $\frac{1}{8}$ Ounce of pure Silver; from that Time to the preſent, the Price of Gold in regard to that of Silver, is augmented in theſe Parts, about $\frac{1}{3}$; an Author aſſerts, that in 1390, Gold, in reſpect to Silver, had four Times leſs Value than in 1687 [k], but the Error proceeded from this, that he made no Difference between the preſent *Holland* Guilder and the ancient one of the *Rhine*.

In 1717, the coined Silver in *England*, was on ſuch a footing, that 15$\frac{185}{320}$ Marks of pure Silver was of the ſame Value with a Mark of pure Gold; in *France* 15 Marks of fine Silver was reckoned as a Mark of fine Gold; in *Holland* 14$\frac{2}{7}$ Marks; in the *Eaſt-Indies* (in ſome Places) 12 Marks; as in the Kingdom of *Siam* in 1688. *(Deſcription dudit Royaume par* M. de la Loubere p. 221. Amſt. 1700.) And in *China* and *Japan* about 10 Marks. Suppoſing the Value of Silver to be ſettled, that of Gold it is ſeen was greater in *England* than elſewhere; Strangers made their Payments in that Metal; but becauſe Silver was more valuable abroad, the *Engliſh* ſent theirs to Foreigners; and for this Reaſon the Silver Coin became ſo ſcarce at home, as to occaſion the diminiſhing the Value of the Guinea, by lowering it to 21 Shillings, as has been before obſerved; for by Trade, Gold and Silver would naturally paſs from thoſe Countries where their Value was leſs, to them where it was higher.

In 1000 *Dutch* Ducats there are 334 Carats 9 $\frac{1}{2}$ Grains of pure Gold, and *if theſe are worth* 5250 *Guilders, how much ſhall* 24 *Carats be worth?* and the Anſwer will be 376 Guilders and 7 Stivers, the Value of a Mark of pure Gold in Coin. We have before found by the *Dutch* 3 Guilder Pieces that a Mark of 11 Pennyweights pure is worth 23 Guilders and 7 Stivers current Money; and the Mark of fine Silver has been found worth a little leſs than 25 Guilders and 9 $\frac{1}{2}$ Stivers. In the ſame Manner it is ſaid, *if* 21 $\frac{5}{8}$ *Carats of pure Gold are eſteemed in* France at

[a] Dan. Angelocra. doctri. de ponder. Monet. Cap. 2. Pag. 28 and 29 Francf. *A.* 1628. [b] Id. de pretio Metallorum. p. 29. [c] *Hartungi Kamermeiſteri* Annales *Erfurtenſes* col. 1223. Vide *Menkenii* Scriptor. Rerum German. Tome 3. *Leipſ. A.* 1730. [d] Id. Col. 1186. [e] Angelocra. de pretio Metal. pag. 77. [f] Id. pag. 26. ex *Agricol.* [g] Annal. *Erfurt.* col. 1231. [h] Angelocrat. p. 65. ex Bilib. *Pirkheim.* Æſtimatio priſcorum Nummorum. [i] Angelocra. ex *Agricol* & *Pirkh.* pag. 34 and 65.

[k] *Simon de Uries* Groot Hiſtoriſch Magazyn, pag. 580 *Amſterd. A.* 1768.

at 720 *Livres, how much ſhall* 24 *Carats be worth*; and, *if* 11 *Pennyweights of fine Silver are worth* 49 $\frac{4}{5}$ *Livres, how much ſhall* 12 *Pennyweights be worth?* By Diviſion it will be found as follows. Suppoſing that in the *Engliſh* Silver Coin there had been no Alteration made ſince 1717.

In *England* 15 Marks 1 Ounce 13$\frac{1}{2}$ Engels, *France* 14 Marks 5 Ounces 13$\frac{3}{8}$ Engels, *Holland* 14 Marks 6 Ounces 4 Engels, } fine Silver for 1 Mark of fine Gold.

From whence it is ſeen that Mr. *Dernis*, Pag. 2, and Mr. *Wiertz* are not exact, becauſe they ſay that the Proportion between pure Gold and Silver in *Holland* is fixed at 14$\frac{1}{5}$; and it is alſo found in this laſt mentioned Author, Pag. 491, that the Mark of fine Gold is fixed in *Holland* at 355 Guilders current Money, which is very true; but if the Value of a Ducat is taken to be 5 Guilders 5 Stivers, as it commonly paſſes, there is an Agio of 6 *per Cent.* in the Specie of Ducats; I know very well that theſe riſe and fall a Trifle; but the Agio on Gold muſt not be neglected, otherwiſe the Ducat is ever worth above 4 Guilders 19 Stivers.

This I think ſufficient to give an Idea of the Par of Monies, and I ſhall finiſh it with an Inſtance of an Arithmetical Queſtion abbreviated, concerning *Spaniſh* Wool; as it is ſomething curious, and may be inſtructive.

It is known to all concerned in that Trade, that the Wools of *Germany* and *Poland* are ſold at *Amſterdam* with an Allowance of fifteen Months Diſcount, and one *per Cent.* for prompt Payment; for which the Merchants deduct exactly a Tenth; and for thoſe of *Spain* 24 lb. are always allowed for Tare on 175 lb. beſides a Deduction of twenty-one Months Diſcount, and one *per Cent.* for prompt Payment; and in order to inveſtigate a ſhorter Method of calculating theſe Abatements on the *Spaniſh* Wools than has hitherto been practiſed, without neglecting the Fraction which is often found in the Tare, our Author (Mr. *Samuel Rickard)* invented the following Rule.

Rule.

1ſt. Multiply the Pounds by the Price, and from the Product ſubſtract a quarter Part, and the Remainder will be expreſſed by *A*.

2d. Take 1 *per* Mil from *A.* and the 10th muſt be deducted; the Remainder will be *B*. The Difference of *A. B.* will be the Sum ſought for, which will ſurpaſs the true Anſwer upon 11000 Guilders about half a Stiver.

3d. To correct this, there muſt be taken away from the Guilders of *B.* $\frac{1}{5}$, and ſubſtract as many Deniers as there are of Guilders for the Remainder, and it will come to about 1$\frac{1}{3}$ Denier, too little on 1000000 Guilders worth of Wool.

Example.

It is demanded how much ought to be paid for ſome Bales of Wool, which weigh (after the Tare marked on the Bales is deducted) 9975 lb. Tare 24 lb. on 175 lb. and each lb. at 31$\frac{1}{2}$ Stivers, with twenty-one Months Diſcount, and one *per Cent.* for prompt Payment? The Anſwer is 11772 Guilders, 6 Stivers, and 12 Deniers.

Solution.

```
            9975
           29925
            4987 : 8
        ----------
       2|0)31421|2 : 8
Guil.   15710 : 12 : 8
    ¼)   3927 : 13 : 2
        ----------
A. Guil. 11|782 : 19 : 6
              20
        ----------
           15|659
              16
        ----------
           10|550
```

```
Guild.  11 : 15 : 10
 1/10    1 :  3 :  9
        ------------
B. Guil. 10 : 12 :  1
```

```
A. Guil.   11782 : 19 : 6
B. Guil.      10 : 12 : 1
           --------------
Guil.      11772 :  7 : 5
Correction ---------- 9
           --------------
Anſwer. Guil. 11772 : 6 : 12
```

Of Arbitrations.

ARBITRATION (a Conſtruction of the *French* Word *Arbitrage)* in Exchanges has been variouſly defined by the ſeveral Authors who have treated of it.

Monſ. *De la Port, Science des Negocians.* *Sam. Ricard, Traite gen. de Commerce.* *J. Laru.* P. 545. Monſ. *de Mondotteguy Traite des Arbitrages.* Mr. *J. P. Ricard, le Negoce d'Amſterdam.* p. 640.

One ſays it is a Combination or Conjunction made of many Exchanges, to find out what Place is the moſt advantageous to remit or draw on.

Another deſcribes it, by ſaying it is only the Foreſight of a conſiderable Advantage which a Merchant ſhall receive from a Remiſs or Draught, made on one Place preferably to another.

A third conſtrues it to be a Truck which two Bankers mutually make of their Bills upon different Parts, at a conditional Price and Courſe of Exchange.

According to a fourth, *it* is the Negociation of a Sum in Exchange, once or oftner repeated, on which a Perſon does not determine till after having examined by ſeveral Rules which Method will turn beſt to Account.

And though theſe ſeveral Diſtinctions are couched in different Terms, they ſeem (if rightly conſidered) to have the ſame Meaning, whereof ſome may be counted the Text on which the others ſerve as Comments or Expoſitions.

Arbitrations are divided by the Writers on them into ſimple and compound, of which I ſhall ſuccinctly give ſome Examples, and endeavour, as plainly as I can, to illuſtrate ſuch Rules for their Operation as may render it eaſy both to the Apprehenſion and Performance; my Predeceſſors having conſigned me this Taſk by their unanimous leaving the Solution of their Queſtions too much in the Dark to be comprehended by moſt of their Readers, as they have contented themſelves with replying to the Queries, without ſhewing their Method of performing, and thereby rendering abortive their pretended Deſign of conveying Inſtruction; which could no otherwiſe be done than by a Delivery of their Ideas and Conceptions in ſuch a Manner as might leave them open, and eaſy to be followed and practiſed.

A Simple (or ſingle) *Arbitration,* is to be wrought by the direct, or inverted, Rule of three; and to diſtinguiſh which of theſe Rules is to be uſed in working any Queſtion relative thereto, it muſt be obſerved:

1. That an Arbitration muſt be cyphered by the Direct Rule of Three when the *firſt* Term of the Stating is more than the *third,* and that the Quotient is leſs than the middle Term. And,

2. This Rule muſt be uſed when the *firſt* Term is leſs than the *third,* and the Quotient is more than the middle one.

And the two following Remarks will ſhew when the indirect, or inverted Rule, is to be followed.

1ſt. The Queſtion muſt be worked by the inverted Rule of Three, when the *firſt* Term is leſs than the *third,* and the Quotient leſs than the middle Number.

2d. The Operation muſt be by this Rule, when the *firſt* Term is more than the *Third,* and the Quotient more than the middle Term.

And whether the Arbitrations be ſimple or compound, a Price of Exchange muſt always be ſuppoſed, when a Reimburſement is ordered on any other Place than that from whence it is directed.

Whatſoever Number of Figures enter in a compound Arbitration Queſtion, the firſt and laſt muſt be of the ſame Specie, and the Rules muſt be commenced by the Species ſought for.

Theſe Maxims being well underſtood, and applied to the Examples, will facilitate the Operation of the Rules of Arbitration to thoſe who pay any Attention to them.

And as the Uſe of ſome Characters inſtead of Words will conſiderably abbreviate the Work in the Solution of the ſubſequent Examples, I have employed them to this Purpoſe, and ſhall here explain them once for all.

×, ſignifies multiplied by, as 10×54, is 10 multiplied by 54.

A Number above a Line, with another under it, ſpecifies, that the uppermoſt muſt be divided by that beneath, or the Numerator by the Denominator, from whence $\frac{24 \times 67 \times 19}{15 \times 28 \times 12}$ ſignifies, that 24 multiplied by 67, multiplied by 19, muſt be divided by 15, multiplied by 28, multiplied by 12; and $\frac{54}{234\frac{1}{7}\frac{1}{3}}$ denotes, that 54 is to be divided by 234, encreaſed by $\frac{1}{7}$ [illegible].

= ſignifies, equal to, as $10 = 5 \times 2 = 8 \times \frac{5}{4}$.

This premiſed, I proceed to my propoſed

First Example.

A. of *Lyons* orders *B.* of *Cadiz* to draw upon him at

at 76 Sols *per* Dollar, provided at the ſame Time he can remit him on *London*, at 42*d.* Sterling alſo *per* Dollar, but as *B.* drew at 75½, it is demanded at what Exchange he may remit on *London* to compleat this Order; and this is anſwered by the direct Rule of Three as follows:

If 76 Sols give 42*d.* Sterling, what ſhall 75 ½ Sols give

$$\begin{array}{r} 42 \\ 150 \\ 300 \\ 21 \\ \hline 76)3171(41\frac{55}{76}\,d.\ \text{Ster. Anſwer.} \\ 304 \\ \hline 131 \\ 76 \\ \hline 55 \\ \hline \end{array}$$

Second Example.

A. of *Oporto* had Orders to draw on *Rouen*, at 490 Rees *per* Crown of 60 Sols, provided he could at the ſame Time remit on *Legborn* at 770 Rees *per* Dollar, but as on Receipt of the ſaid Order he could get no more for his Bill than 488 Rees; it is demanded at what Price he ought to remit on *Legborn*, to recompenſe the ſaid Diminution in his Draughts; which is ſolved by the inverted Rule of Three, in the following Manner.

If 488 Rees——770——490

$$\begin{array}{r} 770 \\ \hline 34160 \\ 3416 \\ \hline 490)375760(766\frac{42}{49}\ \text{or}\ \frac{6}{7},\ \text{the Anſwer.} \\ 343 \\ \hline 327 \\ 294 \\ \hline 336 \\ 294 \\ \hline 42 \\ \hline \end{array}$$

Third Example.

To be anſwered by the Double Rule of Three.

A. of *Amſterdam* orders his Friend at *Madrid* to remit him upon *Lyons*, at 64 Sols *Tournois* for a new Dollar of 340 Maravadis, and to draw upon him at 100*d.* de groſs *per* Ducat of 375 Maravadis. It is demanded at what Price the Exchange turns out to him between *Amſterdam* and *Lyons.*

The

The common way of working it.

```
 64 Sol ————————————340 Marav.
375 Marav.———————— 100 d.————60 S.
————————           ——————————
 320               34000
 448                  60
192                ————————
———                2040000
24000              Dividend,
Diviſor.
```

therefore $\frac{2040000}{24000} = \frac{2040}{24} = 85$ Groots.

And the moſt compendious Method by abridging the Numbers I ſhall thus ſhew.

If $\left.\begin{matrix}64\\375\end{matrix}\right\}$ are equal to $\left\{\begin{matrix}340 \text{ Mar.}\\100 \text{ Groots}\end{matrix}\right.$ | $\begin{matrix}16 \text{ Sols}\\15 \text{ Mar.}\end{matrix}\Big\}$ muſt be equal to $\left\{\begin{matrix}85 \text{ Maravadis,}\\4 \text{ Groots, then}\end{matrix}\right.$

Quere, 60 Sols as before. But to reduce the Work lower ſtill, it appears that you may divide a Member on each ſide of the laſt Equation by 4, and another on each Side alſo by 5, therefore you will have 4 Sols 17 Mar.
3 Mar. 1 Groot where
4 Multiplied by 3 is in the ſame *Ratio*, or Proportion to 17 × 1 or 17, as 64 × 375 is to 340 × 100. But as the Anſwer was found by multiplying 60 into the laſt *Ratio* $\left(\text{or } \frac{340\times100}{64\times375}\right)$ ſo it may be likewiſe had by multiplying the 60 into the foregoing *Ratio*, *viz.* $\frac{17}{12}$ whence we have the Work brought into this ſmall Compaſs $\frac{60\times17}{12}$, which may be yet more contracted, as 60 and 12 are commenſurable by 6, and will become $\frac{10\times17}{2} = 85$, the ſame as before. This well obſerved fully explains the Method for contracting the moſt extenſive compound Arbitrations, as well as theſe ſimple ones. The Manner of ſtating the compound ones I ſhall give in another Place.

Fourth Example.

B. of *Amſterdam* gives an Order to *E.* at *Cadiz*, to remit on *Hamburgh* at 124 Gros Lubs for 1 Ducat of 375 Maravadis, and to draw for him at 126 Groots de Gros for the ſaid Ducat. It is demanded at what Price the Exchange will be between *Amſterdam* and *Hamburgh?* Anſwer at 32 $\frac{16}{31}$ Styvers *per* Daalder of 32*s.* Lubs.

```
       31
For  124 Gros Lubs = 1 Ducat.
         1 Ducat = 126 Groots of Amſterdam
      ——32s. Lubs.
               8
             ———                ———
                                 8
     31)1008(32 16/31 Anſwer.
         93
        ———
         78
         62
        ———
         16
        ———
```

The four preceding Examples may ſuffice to ſhew the different Methods of Working by the direct, inverted, and double Rule of Three; but thoſe that follow being more complex, and their Operation more difficult to be reduced into as ſmall a Cyphering as what has been juſt now done, and the common Practice ſhews, I have borrowed the Aſſiſtance of the following Tables from Mr. *Samuel Rickard*, as he did the Principles of them from another, of which he himſelf gives the ſubſequent Account.

“ It is ſome Years ſince that, Monſieur *John Henry* “ *Laſkoffſky* delivered a Memorial into the late Duke “ of

" of *Orleans*'s Hands, (then Regent of *France)* ſuc-
" ceeded by a ſecond, preſented by the Marquiſs *de* " *Grancey*; in both which he offered to communicate " to the Public, a very ſhort and uſeful Method, for " calculating of Arbitrations, which he termed *The* " *Principal Part of Arithmetick*, provided his Royal " Highneſs would be pleaſed to appoint him Secre- " tary to the Council of Trade. In the mean Time " he kept the Demonſtration of his Problem a Secret, " though with Offers to diſcloſe it, if the Regent " would condeſcend to grant him a private Audi- " ence. In the firſt Memorial there was a Frag- " ment of three Tables, for the Exchanges, be- " tween *France*, *Spain*, and *Holland*; and in the ſe- " cond there was alſo a Part of three other Tables, " for the Exchanges of *Genoa*, *Lyons*, and *Venice*; " but whether a Want of Friends, or other Rea- " ſons impeded his Succeſs, he never was able to ob- " tain his Requeſt.

" The Copy of theſe Memorials is fallen into our " Hands, and we have diſcovered the true Founda- " tion, not very difficult to be found out; I obſerve " in this Method, 1ſt, That the Author from the " over Care he took to hide the Origin of his Tables, " fell into an Inconvenience, that induced him to " alter or change his own Rule. 2dly, That it re- " quires more Tables, and theſe greatly extended, " to ſuffice for Uſe on the principal Places of Ex- " change. 3dly, If any one would calculate with " Exactneſs, he cannot expect Profit and Loſs in " the ſame Table, and to remedy theſe Defects, we " have compoſed the following Tables, which may " ſerve for all Parts, that can be propoſed, if the " Trouble is only taken to put them into the Table " Number IV. which is no Ways difficult to be ef- " fected; and not to make a Secret of this Projecti- " on, we have placed the Numbers ſo clearly, that a " Mathematician will immediately perceive the " Source. Our Manner then is ſuch, that all Perſons " may do it, without over much Attention, provided " they are Maſters only of the firſt four Rules " of Arithmetick, and it will even ſuffice that they " know Addition and Subſtraction in entire Num- " bers; if any one is deſirous of extending or ma- " king the Table Number I. greater, it is only ne- " ceſſary for him that makes the Calculation to have " a Knowledge of the Coins uſed in Exchanges.

A Rule for what is received, and for what is given.

If the Money of the Place remitted to is fixed, and the Exchange varies in that from whence the Remiſs is made, then it muſt be wrote *given*; as for Example, a Merchant at *Amſterdam*, remits on *London*, *Paris*, *Cadiz*, &c. in which three laſt Places, the Coin is fixed, with Reſpect to the firſt; but if the Specie of the Place remitting is fixed, and that the Exchange of thoſe, where the Remiſs is made to, riſes and falls, as from *Amſterdam* on *Dantzick*, *Coningſberg*, &c. it ought to be wrote *received*.

TABLE

TABLE I.

		1/4	1/2	3/4			1/4	1/2	3/4			1/4	1/2	3/4
25	468	512	554	597	64	4551	4568	4585	4601	103	6617	6628	6638	6649
26	639	680	721	762	65	4618	4635	4651	4668	104	6659	6670	6680	6691
27	803	843	880	922	66	4684	4701	4717	4734	105	6701	6711	6722	6732
28	961	999	1037	1075	67	4750	4766	4782	4798	106	6742	6752	6762	6773
29	1112	1150	1187	1224	68	4814	4830	4846	8862	107	6783	6793	6803	6813
30	1260	1296	1332	1367	69	4877	4893	4909	4924	108	6823	6833	6843	6853
31	1403	1437	1472	1506	70	4940	4955	4971	4986	109	6863	6873	6883	6893
32	1540	1574	1608	1641	71	5002	5017	5032	5047	110	6903	6913	6923	6932
33	1674	1707	1739	1772	72	5062	5077	5092	5107	111	6942	6952	6962	6971
34	1804	1836	1867	1899	73	5122	5137	5152	5167	112	6981	6991	7001	7010
35	1930	1961	1991	2022	74	5181	5196	5211	5225	113	7020	7029	7039	7049
36	2052	2082	2112	2142	75	5240	5254	5268	5283	114	7058	7068	7077	7087
37	2171	2200	2229	2258	76	5297	5311	5326	5340	115	7096	7105	7115	7124
38	2287	2315	2344	2372	77	5354	5368	5382	5396	116	7134	7143	7152	7162
39	2400	2427	2455	2482	78	5410	5424	5438	5452	117	7171	7180	7189	7199
40	2510	2537	2564	2590	79	5465	5479	5493	5506	118	7208	7217	7226	7235
41	2617	2643	2669	2696	80	5520	5533	5547	5560	119	7244	7254	7263	7272
42	2721	2747	2773	2798	81	5574	5587	5601	5614	120	7281	7290	7299	7308
43	2824	2849	2874	2899	82	5627	5640	5654	5667	121	7317	7326	7335	7344
44	2924	2948	2973	2997	83	5680	5693	5706	5719	122	7353	7361	7370	7379
45	3021	3045	3069	3093	84	5732	5745	5758	5770	123	7388	7397	7406	7414
46	3117	3140	3164	3187	85	5783	5796	5809	5821	124	7423	7432	7441	7449
47	3210	3233	3256	3279	86	5834	5847	5859	5872	125	7458	7466	7475	7484
48	3301	3324	3346	3369	87	5884	5897	5909	5921	126	7493	7501	7510	7518
49	3391	3413	3435	3457	88	5934	5946	5958	5971	127	7527	7536	7544	7553
50	3479	3500	3522	3543	89	5983	5995	6007	6019	128	7561	7570	7578	7586
51	3565	3586	3607	3628	90	6031	6043	6055	6067	129	7595	7603	7612	7620
52	3649	3670	3691	3711	91	6079	6091	6103	6115	130	7628	7637	7645	7653
53	3732	3752	3773	3793	92	6127	6139	6150	6162	131	7662	7670	7678	7687
54	3813	3833	3853	3873	93	6174	6185	6197	6209	132	7695	7703	7711	7719
55	3893	3912	3932	3951	94	6220	6232	6243	6255	133	7728	7736	7744	7752
56	3971	3990	4009	4029	95	6266	6278	6289	6300	134	7760	7768	7776	7784
57	4048	4067	4086	4105	96	6312	6323	6334	6346	135	7793	7800	7808	7816
58	4123	4142	4161	4179	97	6357	6368	6379	6390	136	7824	7832	7840	7848
59	4198	4216	4234	4252	98	6401	6412	6423	6434	137	7856	7864	7872	7880
60	4270	4289	4307	4324	99	6445	6456	6467	6478	138	7888	7896	7903	7911
61	4342	4360	4378	4395	100	6489	6500	6511	6521	139	7919	7927	7935	7943
62	4413	4430	4448	4465	101	6632	6543	6554	6564	140	7950	7958	7966	7973
63	4482	4500	4517	4534	102	6575	6586	6596	6607	141	7981	7989	7997	8004

TABLE

Table II.

LONDON.

		½ d.			½ d.			½ d.			½ d.			½ d.
33s. 0 *d.*	2466	2471	33*s.* 11*d.*	2585	2590	34*s.* 10*d.*	2701	2706	35*s.* 9*d.*	2814	2819	36*s.* 8*d.*	2924	2928
1	2477	2482	34*s.* 0 *d.*	2596	2601	11	2711	2716	10	2824	2829	9	2933	2938
2	2488	2493	1	2606	2612	35*s.* 0*d.*	2721	2727	11	2834	2839	10	2943	2948
3	2499	2504	2	2617	2622	1	2732	2737	36*s.* 0*d.*	2844	2849	11	2953	2958
4	2510	2515	3	2627	2633	2	2742	2747	1	2854	2859	37*s.* 0*d.*	2963	2968
5	2520	2526	4	2638	2643	3	2752	2758	2	2864	2869	1	2973	2977
6	2531	2537	5	2649	2654	4	2763	2768	3	2874	2879	2	2982	2987
7	2542	2547	6	2659	2664	5	2773	2778	4	2884	2889	3	2992	2997
8	2553	2558	7	2669	2675	6	2783	2788	5	2894	2899	4	3002	3007
9	2564	2569	8	2680	2685	7	2793	2798	6	2904	2909	5	3011	3016
10	2574	2580	9	2690	2696	8	2803	2809	7	2914	2919	6	3021	3026

Table III.

HAMBURGH.

Shil.	$\frac{1}{16}$	$\frac{1}{8}$	$\frac{3}{16}$	$\frac{5}{16}$	$\frac{3}{8}$	[illegible]/16	$\frac{9}{16}$	$\frac{5}{8}$	$\frac{11}{16}$	$\frac{13}{16}$	$\frac{7}{8}$	$\frac{15}{16}$
31	1411	1420	1429	1446	1455	1463	1481	1489	1498	1515	1524	1532
32	1549	1557	1566	1583	1591	1600	1616	1622	1633	1649	1658	1666
33	1682	1693	1699	1715	1723	1731	1748	1756	1764	1780	1788	1796
34	1812	1820	1828	1844	1852	1860	1875	1883	1891	1907	1914	1922
35	1937	1945	1953	1968	1976	1984	1999	2007	2014	2029	2037	2045

Table IV.

Amſterdam, Anvers, Paris, &c.

Amſterdam and *Anvers.*	*Anvers* and *Paris.*
Amſterdam and *Paris.*	Number fixt 6489.

If you take for *Paris, London, Cadiz,* or *Venice,* this makes no Alteration, and the fixed Number ſhall be the ſame.

Amſterdam, Venice, Lyons.

Amſterdam and *Venice.*	*Amſterdam* and *Lyons.*
Venice and *Lyons.*	Number fixed 6489.

Amſterdam, Paris, and *Hamburgh.*

First Caſe.

From *Amſterdam* on *Hamburgh* and *Paris.*
From *Hamburgh* on *Paris* and *Amſterdam.*
From *Paris* on *Amſterdam* and *Hamburgh.*

Amſterdam and *Hamburgh.*	*Amſterdam* and *Paris.*
Hamburgh and *Paris.*	Number fixed 1470.

This may ſerve likewiſe for *Amſterdam, Hamburgh,* and *Venice*; but you muſt take the Half of the Deniers Lubs, which are given at *Hamburgh* for a Ducat, and inſtead of *Paris,* you muſt read from *Venice.*

Second Caſe.

From *Amſterdam* on *Paris* and *Hamburgh.*
From *Hamburgh* on *Amſterdam* and *Paris.*
From *Paris* on *Hamburgh* and *Amſterdam.*

Amſterdam and *Paris.*	*Amſterdam* and *Hamburgh.*
½ *Paris* and *Hamburgh.*	Number fixed 8250.

Amſterdam,

Amſterdam, London, Paris, &c.

Amſterdam and *London*	Number fixed 291.
London and *Paris,*	*Paris* and *Amſterdam.*
London and *Venice,*	*Venice* and *Amſterdam.*
London and *Genoa,*	*Genoa* and *Amſterdam.*
London and *Legborn,*	*Legborn* and *Amſterdam.*

Amſterdam, London, and *Spain.*

Amſterdam and *London.*	*Amſterdam* and *Spain.*
London and *Spain.*	Number fixed 1104.

Amſterdam, London, and *Liſbon.*

Amſterdam and *London.*	*Amſterdam* and *Liſbon.*
London and *Liſbon.*	Number fixed 4270.

Amſterdam, Genoa, and *Venice.*

Amſterdam and *Genoa.*	*Venice* and *Amſterdam,*
Genoa and *Venice.*	Number fixed 6454.

Amſterdam, Dantzick, and *Hamburgh.*

Amſterdam and ½ *Dantzick.*	*Dantzick* and *Hamburgh.*
Amſterdam and *Hamburgh.*	Number fixed 2510.

Amſterdam, Lisbon, and *Lyons.*

Amſterdam and *Lisbon.*	*Lyons* and *Amſterdam.*
¼ *Lisbon* and *Lyons.*	Number fixed 6489.

But if the Change from *Lisbon* on *Lyons* exceed 567 Reis, take ⅛ inſtead of ¼, and the fixed Number will be 3479.

Amſterdam, Paris, and *Spain.*

Amſterdam and *Paris.*	*Spain* and *Amſterdam.*
¼ from *Paris* and *Spain.*	Number fixed 2876.

That is, whatever *French* Livres are given or received for a Piſtole of *Spain,* muſt be reduced into Sols, and the quarter Part taken.

There might be choſe many other Places, but to be ſhort, we have taken no more than two particular Caſes, which we have in the 7th and 8th Propoſitions.

Berlin, Amſterdam, Genoa, Turin, Geneva, Frankfort, and *London.*

Berlin and *Amſterdam.*	*Turin* and *Genoa.*
Amſterdam and *Genoa.*	*Geneva* and *Frankfort.*
Turin and *Geneva.*	*London* and 10 times *Berlin.*
Frankfort and *London.*	Fixed Number 8193.
Proviſion.	
Profit.	

Genoa, Venice, Florence, Legborn, Novi, Milan, Amſterdam, and *London.*

½ of *Legborn* and *Novi.*	*Genoa* and *Venice.*
Milan and *Amſterdam.*	*Venice* and *Florence.*
Amſterdam and *London.*	*Florence* and *Legborn.*
Proviſion.	½ *Milan* and *Novi.*
Profit.	Number fixed 9549.

For the Proviſion at ⅓ *per Cent.* the fixt Number is 14½ and at ½ *per Cent.* 21 ¾.

The Profit Table V.

perC.		$\frac{1}{10}$	$\frac{2}{10}$	$\frac{3}{10}$	$\frac{4}{10}$	$\frac{5}{10}$	$\frac{6}{10}$	$\frac{7}{10}$	$\frac{8}{10}$	$\frac{9}{10}$
0	0	4	9	13	17	22	26	30	35	39
1	43	48	52	56	60	65	69	73	77	82
2	86	90	95	99	103	107	111	116	120	124
3	128	133	137	141	145	149	154	158	162	166
4	170	175	179	183	187	191	195	199	204	208
5	212	216	220	224	228	233	237	241	245	249
6	253	257	261	265	269	273	278	282	286	290
7	294	298	302	306	310	314	318	322	326	330
8	334	338	342	346	350	354	358	362	366	370
9	374	378	382	386	390	394	398	402	406	410
10	414	418	422	426	430	434	438	441	445	449
11	453	457	461	465	469	473	477	481	484	488

The Loſs Table VI.

perC.		$\frac{1}{10}$	$\frac{2}{10}$	$\frac{3}{10}$	$\frac{4}{10}$	$\frac{5}{10}$	$\frac{6}{10}$	$\frac{7}{10}$	$\frac{8}{10}$	$\frac{9}{10}$
0	0	4	9	13	17	22	26	30	35	39
1	44	48	52	57	61	66	70	74	79	83
2	88	92	97	101	106	110	114	119	123	128
3	132	137	141	146	150	155	159	164	168	173
4	177	182	186	191	195	200	205	209	214	218
5	223	227	232	237	241	246	251	255	260	264
6	269	273	278	283	287	292	297	301	306	311
7	315	320	325	329	334	339	344	348	353	357
8	362	367	372	376	381	386	391	395	400	405
9	410	414	419	424	429	434	439	443	448	453
10	458	462	467	472	477	482	487	491	496	501
11	506	511	516	521	526	531	535	540	545	550

An Explanation of the Tables.

N°. II. is *London*. N°. III. is for *Hamburgh*, if the Exchange is found in the 8ths and 16ths, N°. I. is for all other Places; and for *Hamburgh* when the Exchange is in Shillings, ½ Shillings, and ¼ Shillings. N°. IV. ſerves to ſhew the Numbers that muſt be added together, *viz.* all thoſe that are found on the ſame Side.

The 5th and 6th are for Profit and Loſs. If it is found that the Sum of the Addition of the Side in which to find that given is leſs than the other Sum of the Side where what is received is, it muſt be ſought for in the Table of Profit, N°. V. and when there is a Loſs, in that of N°. VI. And that the Uſe which may be made of theſe Tables may the eaſier be comprehended, I ſhall here add ſome Examples.

First Example.

A. of *Amſterdam* remits on *London* to *B.* at 34*s.* 5½ Groots, what *B.* remits for the Account of *A.* to *Cadiz* at 49¾ *d.* Sterling *per* Dollar. If the Merchant at *Cadiz* remits the Produce on *Amſterdam* at 121½ Grts. of *Holland per* Ducat of 375 Maravadis; it is demanded how much *A.* hath gained or loſt, excluſive of the Charges.

Solution by the Tables.

He gives		He receives	
34*s.* 5½ Grs.	2654	121½	7335
49¾ *d.*	3457		7215
Fixed Number	1104		120
	7215		2⅘ *per Cent.* gained.

The

The Operation.

d.	Maravadis	*d.*
If $49\frac{3}{4}$	272	240 will give $1312\frac{32}{199}$ Maravadis.
Mar.		
If 375	$121\frac{1}{2}$ Grs.	$1312\frac{32}{199}$
	2	199
	243	11810
	2	11811
		1312
		261120
		199

Now the 2d and 3d Terms multiplied, and divided by the firſt in the Order they now ſtand, will be expreſſed as follows.

$\frac{243 \times 261120}{2 \times 199 \times 375}$, which gives 425 Groots.

Now the Difference between 34*s.* 5 Gts. ½ and 425 Gts. is 11 ½ Gts, therefore $\frac{11\frac{1}{2}\text{ Gts.}}{34s.\ 5\frac{1}{2}\text{ Gts.}} \times 100 = \frac{23}{827} \times 100 = 2\frac{8}{10}$ nearly.

By the Double Rule of three.

d.	M.	*d.*	Groots	Mar.
$49\frac{3}{4}$	375	240	$121\frac{1}{2}$	272.
4			2	
199			243	
4			2	

You may now expreſs the laſt three Terms divided by the firſt two, thus, $\frac{240 + 243 + 272 \times 4}{199 \times 375 \times 2} = 425$, as before.

Second Example.

A. of *Amſterdam* remits to *B.* of *Dantzick*, at 276 Groſs of *Poland*, for one Livre of Groſs, the which *B.* remits on *Hamburgh* at 115½ Groſs for 48 Shillings Lubs; if *Hamburgh* remits what it amounts to, to *A.* at $33\frac{3}{16}$ Stivers *per* Daalder of two Marks Lubs; it is demanded how much *per Cent.* *A.* has gained or loſt, omitting the Charges.

Solution by the Tables.

A. gives a $115\frac{1}{2}$	7115		*A.* receives	
N°. fixed	2510		$\frac{1}{2}$ 276 is 138	7888
	9625		$33\frac{3}{16}$	1699
	9587			9587
	38 or $\frac{2}{10}$ *per Cent.*			

By the Rule of Three.

Groſs	Shillings Lubs	Groſs
If $115\frac{1}{2}$	48	276 will give $114\frac{54}{77}$, then
Shil. Lubs	Sti. of *Amſt.*	S. Lubs
If 32	$33\frac{3}{16}$	$114\frac{54}{77}$

This

This ordered according to the foregoing Example will produce 118 $\frac{9}{10}$ Stivers, which taken from the 120 Stivers firſt given, there remains 1 $\frac{1}{10}$ Stivers, therefore

S.	S.	S.
as 120 ———	1 $\frac{1}{10}$ ———	100 to $\frac{11}{12}$, the Loſs *per Cent.*

By the Double Rule of three.

Groſs	S. L.	Groſs	Stivers of *Amſter.*	S. L.
115$\frac{1}{2}$	32	276	33 $\frac{3}{13}$	48

The fractional Terms being reduced into improper Fractions, as theſe in the firſt Example, the Operation then will be entirely ſimilar to the laſt in the ſaid Example, and gives 118 $\frac{9}{10}$ Stivers, as before.

Third Example.

Two Perſons *A.* and *B.* at *Paris*, have Occaſion for Money at *Cadiz*; *A.* remits directly, and gives 18 Livres 3 Sols *per Spaniſh* Piſtole; *B.* chuſes the Way of *Holland*, and orders to be remitted him from *Amſterdam* at 121 $\frac{1}{4}$ Groots for a Ducat of 375 Maravadis; *Amſterdam* reckons $\frac{1}{2}$ *per Cent.* Charges, and draws for his Reimburſement at the Rate of 56 $\frac{1}{4}$ Groots *per French* Crown of 60 Sols; it is demanded which of the two Methods proved moſt advantageous.

Anſwer; his who remitted directly.

Operation by the Tables.

A. gave 56 $\frac{1}{4}$	3990
$\frac{1}{4}$ of 36 Sols is 90 $\frac{3}{4}$	6067
	10057

B. gave 121 $\frac{1}{4}$ Groots	7326
$\frac{1}{2}$ *per Cent.*	22
Fixt Number	2876
	10224
	10057
Seek in Number VI.	167
	3 $\frac{4}{5}$ *per Cent.*

Otherwiſe.

By reflecting on the Nature of the Queſtion, it appears, that what *Amſterdam* reckons for Charges may be conſidered to increaſe the Number of Sols ſo much more than *B.* would otherwiſe have paid for the 375 Maravadis; therefore firſt ſay, if 100 ——— $\frac{1}{2}$ ——— 60, or if 10 ——— $\frac{1}{2}$ 6,—— or if 5 ——— $\frac{5}{10}$ ——— 3 muſt give $\frac{3}{10}$, which *B*, muſt pay at *Amſterdam* for his Charges for every 60 Sols in the Value of the 375 Maravadis. But inſtead of finding the Sols *B.* muſt pay, excluding the Charges, and then computing the Charges and adding them to the Sols laſt found for *B*'s whole Payment, you may by Parity of Reaſon ſay,

Groots	Sols	Groots
As 56 $\frac{1}{4}$ ———	60 $\frac{3}{10}$ ———	121 $\frac{1}{4}$ to

129 $\frac{49}{50}$ Sols paid by *B.* for a Ducat. Laſtly, to compare whether *A.* or *B.* has ſucceeded beſt, ſay,

L. s.	the Maravadis in a Piſtole	Sols
If 18—3 ———	1088 ———	129 $\frac{49}{50}$

will give 389 Maravadis, which *B.* would have got inſtead of 375, had he exchanged as *A.* did; therefore it is manifeſt, that in receiving only 375, he had leſs than *A.* for the ſame Sum of *Paris* Money by 14 Maravadis; and to make a Calculate *per Cent.* it will be as

Mar.	Mar.	
375 ———	to 14 ———	100 to 3 $\frac{7}{10}$

the Anſwer.

Fourth Example.

A Merchant of *Hamburgh* orders us to draw for his Account on *Dantzick*, at 270 Groſs of *Poland* for 1 Livre de Groſs, and to remit the Amount on *London* at 35 Schillings *per* Pound Sterling, or at other Rates, which may be more advantageous for him, provided he can draw on *Dantzick* at 261 Groſs of *Poland*; it is demanded at how much he ought to remit to follow the laſt Order? Anſwer, at 36 Schillings 2 $\frac{1}{2}$ Groots.

Solution

Solution by the Tables.

Take the Half of the Groſs of *Poland* according to the Order, and the Exchange will be 135 and 130½.

Order	135		7793
	35	Schil.	2721
			10514
	130½		7645

2869 this muſt be ſought for in the Table for *London*; and the Schillings and Groots of Groſs, which correſpond to this Number, will be found to be 36 Schillings 2½ Groots.

By the Rule of Three.

In this Queſtion it is obvious that as the Groſs of *Poland* given for a Livre de Groſs decreaſe, the Schillings given for a Pound Sterling muſt proportionably increaſe, to follow the Condition of the laſt Order; hence the Queſtion is an inverted one in the Rule of Three, and thus ſtated.

Groſs of *Poland* Schillings Groſs of *Poland*
If 270 ——— 35 261, wherefore $\frac{270\times35}{261}$ gives 36 Schillings, and the Remainder multiplied by 12 for Groots, and the next by 2, for half Groots, at each Time dividing by 261, brings out 2½ Groots nearly.

Fifth Example.

There is an Order to *A.* of *Amſterdam* to draw on *Paris* at 53¾ Groots *per* Crown, and to remit on *London* at 34 Schillings 1 Groot *per* Pound Sterling, or at other Prices which might be as profitable to him who gave the Order. If they can draw at 56¼ and remit at 34 Schillings 7½ Groots; it is demanded whether he can comply with this Commiſſion, and how much this differs *per Cent.*? Anſwer, Our Correſpondent receives more than he firſt ordered about 3 *per Cent.*

Solution by the Tables.

			S.	Groots	
34 Schil. 1 Groot	2606		34	7½	2675
56¼ Pence	3990		53	¼	3793
A. receives by the Exchange	6196	and by the Order			6468
	6468				

128 ſeek in the Table of Profit, and you will find about 3 *per Cent.*

By the Rule of Three.

Groots S. Groot Groots Sch. Groots
As 53¾ —— 34 1 ——— 56¼ to 35 8
the Rate at which *A.* might remit *per* Pound Sterling to *London*, when he drew on *Paris* at 56¼ Groots *per French* Crown; but he only remitted at 34*s.* 7½ Gts. therefore in remitting this laſt Sum he gained 1 Schil. ½ Grt. the Difference between 35 Schil. 8 Gts. and 34 Schil. 7½ Grts. and to find what that comes to *per Cent.* ſay,

Sch. Grts. Grts. Grts.
If 34 7½ 12½ 100 will bring out the Anſwer.

Sixth Example.

There is an Order to draw on *Frankfort* 100 Rixdollars current Money of *Amſterdam* for 128¾ Rixdollars of *Frankfort*, and to remit on *London* at 35 Schillings Bank Money *per* Pound Sterling, on Condition that the *Agio* ſhall be 5 *per Cent.* If after this our Correſpondent writes to us, to omit executing this Order, if not already done, unleſs he receive 2 *per Cent.* more from *London* than he had ordered. If they can only draw on *Frankfort* at 135 Rixdollars, that Money for 100 Rixdollars of *Amſterdam*, it is demanded, at how many Schillings the Remits muſt be

be made to follow the laſt Order? Anſwer, 34 Schillings 4 $\frac{1}{3}$ Groots.

Solution by the Tables.

128 $\frac{1}{2}$	7586	135	7793
5 *per C.*	212	2 *per C.*	86
35 Schil.	2721		7879
	10519		
	7879		

2640 This Number ſeek in the Table for *London*, and you will find 34 Schillings 4 $\frac{1}{3}$ Groots correſpond thereto.

For a different Solution, it is eaſy to conceive that when the *Agio* is high the leſs *Frankfort* Money is given for current Money of *Amſterdam* (the Exchange being by Banco Money) conſequently the leſs Banco Money muſt be remitted to *London per* Pound Sterling; whence it is clear, that the Way to get 2 *per Cent.* from *London* by remitting at the ſame Rate as before, you muſt conſider the *Agio* as ſo much leſs; therefore inſtead of 95, we have 97 Rixdollars Banco Money of *Amſterdam* for 128 $\frac{3}{4}$ Rixdollars of *Frankfort*, at which Rate I the find Bank Money of *Amſterdam* equal to 135 Rixdollars of *Frankfort*; thus,

Rixd. of *Frank.*	Rixd. Banco of *Am.*	Rixd *Frank.*
If 128 $\frac{3}{4}$	97	135

will give 101 $\frac{73}{103}$. But by the Queſtion there are only 100; therefore the Remiſs on *London* muſt be made accordingly leſs, by ſaying,

	Schil.	Banco Rixd.
As 101 $\frac{73}{103}$	35	100 to the Sum ſought.

103
306
1017
10476 Now $\frac{35\times100\times103}{10476}$ will give 34 Sch. 4 $\frac{2}{7}$ Groots the Anſwer.
103

Seventh EXAMPLE.

T. of *Berlin* remits for his proper Account to *U.* of *Amſterdam*, a certain Sum of Bank Money, at 133 Rixdollars for 100 Rivdollars Bank Money of *Amſterdam*, ordering him to remit the net Produce to *A.* of *Genoa*; *U.* effects it at 96 Groots *per* Dollar of 5 *Genoeſe* Livres. *A.* on his Part remits this to *B.* who lives at *Turin*, at 128 Sols of *Piedmont* for one Crown of *Genoeſe* Money of 7 $\frac{1}{5}$ Livres, who takes Bills on *Geneva* at 84 *Piedmont* Sols for one Crown current of *Geneva*, and remits them to *C.* who in his turn remits the Amount on *Frankfort* to *D.* at 130 Rixdollars of *Frankfort* for 100 Crowns current of *Geneva*, who finally takes Bills at 132 Batz Money of *Frankfort* for one Pound Sterling (1 Rixdollar at *Frankfort* makes 22 $\frac{1}{2}$ Batz) the which he remits to *T.* himſelf: If the five Commiſſioners, namely, *U. A. B. C.* and *D.* deduct each $\frac{1}{3}$ *per Cent.* for their Proviſion; it is demanded at what Rate the Exchange muſt be between *Berlin* and *London* ſo that *T.* gains 3 *per Cent.* Anſwer, 6 $\frac{1}{48}$ Rixdollars *per* Pound Sterling.

Solution by the Tables.

133	7728	128	7561
96	6312	130	7628
84	5732	Numb. fixed	8193
132	7695		23382
3 *per C.*	128		
5 Proviſions at $\frac{1}{3}$ *per C.* each	73		
	27668		
	23382		

4286 This ſought in Table I. there will be found 60 $\frac{5}{24}$, whereof take $\frac{1}{10}$ and it ſhall be your Anſwer, 6 $\frac{1}{48}$ Rixdollars.

Other-

Otherwiſe.

The general Method for ſuch extenſive Queſtions is as follows; the Inveſtigation whereof I ſhall clearly ſhew before I conclude this Subject.

1 Pound Sterling at *London*	= 132 Batz Money of *Frankfort.*
22 ' Batz Money of *Frankfort*	= 1 Rixdollars Money of *Frankfort.*
100 Rixdollars Money of *Frankfort*	= 99 $\frac{2}{3}$ Rixdollars Money the Proviſion deducted.
13ø Rixdollars Money of *Frankfort*	1øø Crowns current of *Geneva.*
100 Crowns current of *Geneva*	= 99 $\frac{2}{3}$ Crowns current at *Geneva*, the Proviſion deducted.
1 Crown current of *Geneva*	= 21 $4 Sols of *Piedmont* at *Turin.*
100 Sols of *Piedmont*	= 99 $\frac{2}{3}$ Sols of *Piedmont*, the Proviſion deducted.
4 17$ Sols of *Piedmont*	= 1 Crown of *Genoa.*
1 Crown at *Genoa*	= 152 Sols of *Genoa.*
2ø Sols at *Genoa*	= 1 Livre at *Genoa.*
100 Livres at *Genoa*	= 99 $\frac{2}{3}$ Livres at *Genoa*, the Proviſion deducted.
5 Livres at *Genoa*	= 3 96 Groots Banco of *Amſterdam*
100 Groots Banco of *Amſterdam*	= 1 Crown of *Amſterdam.*
100 Crowns Banco of *Amſterdam*	= 99 $\frac{2}{3}$ Crowns Banco of *Amſterdam*, the Proviſion deducted.
100 Crowns Banco of *Amſterdam*	= 133 Rixdollars of *Brandenburgh* at *Berlin.*
how much	= 1 Pound Sterling at *London.*

$22\frac{1}{2}$
13
66
$226\frac{1}{2}$
$292\frac{1}{2}$
2
585
5
2925
100
292500
100
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100
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21
7
09)147(16
9
57
54
3

132
8
9)1056(117
9
15
9
66
63
3

133
$99\frac{2}{3}$
1197
1197
$44\frac{1}{3}$
$44\frac{1}{3}$
$13255\frac{2}{3}$
3
39767
$99\frac{2}{3}$
357903
357903
$13255\frac{2}{3}$
$13255\frac{2}{3}$
$3963444\frac{1}{3}$
152
7926888
19817220
3963444
$50\frac{2}{3}$
$602443538\frac{2}{3}$
$99\frac{2}{3}$
5421991842
5421991842
$200814512\frac{2}{3}$
$200814512\frac{2}{3}$
$66\frac{4}{9}$
$60043539353\frac{7}{9}$
21
60043539353
120087078706
$16\frac{1}{3}$
$1260914326429\frac{1}{3}$
$99\frac{2}{3}$
11348228937861
11348228937861
$420304775476\frac{1}{3}$
$420304775476\frac{1}{3}$
$33\frac{2}{9}$
$12567112786745 6\frac{8}{9}$
132
25134225735912
37701338360236 8
12567112786745 6
$117\frac{1}{3}$
$165885888785043 09\frac{1}{3}$
To be carried over.

Brought over
$165885888785043 09\frac{1}{3}$
$99\frac{2}{3}$

149297299906538781
149297299906538781
55295296261681 03
55295296261681 03
$33\frac{2}{9}$

$2925|000000000000000)16533|29358224262830\frac{2}{9}$ ($5\frac{65}{100}$ Rixdollars of *Brandenburgh* for 1 Pound Sterling at *London*.
|14625|
$1908293582242628 30\frac{2}{9}$
100

$190829|3582242628\,3022\frac{2}{9}$
17550

15329
14625

704

But to know how many Rixdollars muſt be remitted *per* Pound Sterling to *T.* ſo that he may gain 3 *per Cent.* ſay by the Rule of Three direct,

If 100 —— $5\frac{65}{100}$ —— 103

103	103
65	$5\frac{65}{100}$
515	515
618	$66\frac{19}{20}$
1|00)66|95	$1|00)5|81\frac{19}{20}|$ $5\frac{81}{100}$ Rixdollars of *Brandenburgh per* Pound Sterling.
	100
	81)95

Eighth EXAMPLE.

C. of *Genoa* remits for his own Account to *D.* of *Venice*, a certain Sum at 104 Marchetti for 4 Livres of *Genoa*, ordering him to remit the net Produce to *E.* at *Florence*; *D.* effects it at 75 Crowns d'Or of *Florence* for 100 Ducats of *Venice*. *E.* takes Bills on *Leghorn* at 119 Sols for 6 Livres of *Florence*, which he remits to *F.* who takes others on *Novi*, at 175 Dollars for 100 Crowns de Marc of *Novi*, who remits them to *G.* who in his turn remits them to *H.* of *Milan* at 180 Soldi Imp. for a Crown de Marc, who makes a Remiſs at *Amſterdam*, to *I.* of 52 Sols of *Milan* (whereof 140 are worth 106 Soldi Imp.) for a Guilder of *Amſterdam*, who finally takes Bills on *London* at 34 Schil. *per* Pound Sterling, which he remits to *C.* himſelf, for whoſe Account all theſe Negociations were made. If ſix of the Correſpondents deduct each $\frac{1}{2}$ *per Cent.* for Charges, it is demanded at what Price the Exchange was between *Genoa* and *London*, if *C.* finds that the Money he has been in Diſburſe for 6 Months has brought him in an Intereſt after the Rate of 8 *per Cent. per Annum.* Anſwer, 55 $\frac{89}{100}$ *d.* Sterling *per* Dollar of 5 Livres.

Solution by the Tables.

$\frac{1}{2}$ of 175 is 87$\frac{1}{2}$	5909		114 6659
52	3649		75 5240
34	1804		119 7244
Fixed Number	9549	$\frac{1}{2}$ of 180 is	90 6031
6 Proviſions at $\frac{1}{2}$ *per Cent.* each	130$\frac{1}{2}$		
4 *per Cent.* Gain	170		35174
			−21211$\frac{1}{2}$
	21211$\frac{1}{2}$		
			3962$\frac{1}{2}$ which anſwers to 55 $\frac{89}{100}$

Operation for the exact Value.

1 Dollar at *Genoa*	5 Livres *Genoeſe*
4 *Genoeſe* Livres	2. 104 Marchetti Banco of *Venice.*
124 Marchetti Banco of *Venice*	1 Ducat Banco of *Venice.*
100 Ducats Banco of *Venice*	99$\frac{1}{2}$ Ducat Banco of *Venice*, the Proviſion deducted.
100 Ducats Banco of *Venice*	5. 73 Crowns d'Or of *Florence.*
1 Crown d'Or of *Florence*	7$\frac{1}{2}$ Livres of *Florence.*
100 Livres of *Florence*	99$\frac{1}{2}$ Livres of *Florence*, the Proviſion deducted.
2. 6 Livres of *Florence*	119 ordinary Sols of *Leghorn.*
2. 120 ordinary Sols of *Leghorn*	1 *Leghorn* Dollar.
100 *Leghorn* Dollars	99$\frac{1}{2}$ *Leghorn* Dollars, the Proviſion deducted.
7. 175 *Leghorn* Dollars	100 Crowns de Marc at *Novi.*
100 Crowns de Marc of *Novi*	99$\frac{1}{2}$ Crowns de Marc, the Proviſion deducted.
1 Crown de Marc of *Novi*	3. 180 Soldi Imp. or Sols of Exchange of *Milan.*
106 Soldi Imp. of *Milan*	240 Sols current of *Milan.*
100 Sols current of *Milan*	99$\frac{1}{2}$ Sols current of *Milan.*
54 Sols current of *Milan*	20 common Stivers Banco of *Amſterdam.*
2. 6. common Stivers Banco of *Amſterdam*	1 Stiver de Groſs Banco of *Amſterdam.*
100 Stiv. de Groſs Banco of *Amſterdam*	99$\frac{1}{2}$ Stivers de Groſs Banco of *Amſterdam.*
34 Stiv. de Groſs Banco of *Amſterdam* how much for	6. 240 *d.* Sterling of *London.*
	1 *Genoa* Dollar.

124
2
248
106
1488
2480
26288
34
105152
78864
89379200000000000

99
3
16)297(18
16
137
128
9

21
7
32)147(4
128
19

54
5
64)270(4
256
14

99
3
8)297(37
57
1

119
5
16)595(37
48
115
112
3

$99\frac{1}{2}$
6
597
$99\frac{1}{2}$
5373
5373
$298\frac{1}{2}$
$59401\frac{1}{2}$
$99\frac{1}{2}$
534609
534609
$29700\frac{1}{2}$
$49\frac{1}{4}$
$5910449\frac{1}{4}$
$99\frac{1}{2}$
53194041
53194041
$2955224\frac{1}{2}$
$24\frac{3}{4}$
$\frac{1}{8}$
$588089700\frac{3}{8}$
$99\frac{1}{2}$
5292807300
5292807300
$294044850\frac{3}{16}$
$37\frac{1}{8}$
$585149251 87\frac{5}{16}$
119
52663432668 3
58514925187
$5851492518737\frac{3}{16}$
$6963276097290\frac{3}{16}$
$99\frac{1}{2}$
626694848756 10
62669484875610
$3481638048645\frac{3}{32}$
$18\frac{9}{16}$
$692845971680373\frac{21}{32}$
$7\frac{1}{2}$
4849921801762611
$3464229858401 86\frac{1}{2}$
$4\frac{19}{32}$
$\frac{21}{64}$
$5196344787602802\frac{27}{64}$
2
$10392689575205604\frac{54}{64}$
To be carried over.

Brought over.

$10392689575205604\frac{54}{64}$
5
51963447876028020
$4\frac{14}{64}$
$51963447876028024\frac{14}{64}$

$893792,000000000)51963447,876028024\frac{14}{64}(58\frac{13}{100}$ *d.* Sterling for a *Genoa Dollar.*

4468960
7273847
7150336
12351187
893792
3413261
2681376
731885

After having found the Exchange, which is here between *London* and *Genoa* $58\frac{13}{100}$ *d.* Sterling for a Dollar, it muſt be ſeen how much *per Cent.* ought to be gained by the Exchange, which the Example tells us is 8 *per Cent. per Annum.* We ſee beſides this, that *C.* has been in Diſburſe 6 Months; ſo it ought to be worked by the direct Rule of Three, and ſay,

If 12 Months gain 8, how much ſhall 6 gain,
2 4

The Anſwer will be 4, that is to ſay 4 *per Cent.*

Afterwards there is to be obſerved what has been ſaid before of the certain and uncertain Price, and of the direct and indirect Rule in our Example. *Genoa* gives the Price certain, then it muſt give to *London* 4 *per Cent.* leſs than it has received, and conſequently it muſt be wrought by the indirect Rule of Three, and ſay,

If 100——give $58\frac{13}{100}$ *d.*—how much ſhall 104 give
100

104)5813(Anſwer, $55\frac{89}{100}$ *d.* Sterling for a *Genoa* Dollar.
520
613
520
93
100
9300
832
980
936
44

Having ſolved the two preceding Problems in the moſt conciſe Method that I believe is poſſible, except by the Tables, I ſhall now demonſtrate in their Explanation how to perform (in the ſame Manner) all Queſtions relative to Arbitrations. And firſt, I ſhall deduce the Rule for ſtating them from the ſecond Example of the double Rule of Three, preceding the Tables, where the firſt Term is fixed; the ſecond ſhewing what different Money was given for it; the third, how much of the ſame Specie as the ſecond is given for the fourth, then what quantity of the Specie of the fourth, for a fifth Term given, which is of the ſame Name as the firſt Term. Now as all ſuch Queſtions, exceeding five given Numbers, may according to that Exceſs be called Queſtions of the Treble, Quadruple, Quintuple, &c. Rule of Three, for whoſe Stating I derive the Rule from the foregoing Remark, which will be exactly ſimilar or agreeable to it; only I ſhall, for Brevity Sake, call the firſt Term, the firſt Antecedent; the ſecond Term, the firſt

firſt Conſequent; the third Term, the ſecond Antecedent; the fourth Term, the ſecond Conſequent, *&c.* and now expreſs the Rule.

The firſt Antecedent muſt be a fixed Exchange, and of the ſame Denomination with the laſt Conſequent; the ſecond Antecedent muſt be of the ſame Name as the firſt Conſequent; the third Antecedent of the ſame Specie as the ſecond Conſequent, and ſo on, always making the Antecedents of the ſame Name or Specie as their preceding Conſequents, which you cannot but do if you follow the Conditions of a given Queſtion, and if you have ſo done, you will find your laſt Term of the ſame Specie with the firſt, and then the Demand or Anſwer will be of the ſame Name as the laſt Conſequent but one; if you find your Work ſtand otherwiſe, moſt likely you have miſtaken the firſt Term. The Queſtion being thus prepared, it is plain that the Sum of the Antecedents muſt be regarded as equal to the Sum of their Conſequents, as each Antecedent is ſuppoſed equal to its reſpective Conſequent; therefore their Products muſt be accordingly ſo; (for Inſtance, if

$5 = 2$ more 3 and
6 more $4 = 10$ and
7 more $5 = 8$ more 4

then 5×6 and then by 4×7 and then by $5 = 600$ $= 10 \times$ by both 2 and 3, $\times$ by both 8 and 4,) but as one of the Antecedents in every Queſtion is unknown, whilſt all the Conſequents are otherwiſe, we have an unknown (though ſuppoſed) Quantity multiplied by the known Antecedents, = to the Product of the Conſequents, therefore the unknown Quantity (or Anſwer) is found by dividing the Product of the Conſequents (multiplied by one another) by that of the Antecedents multiplied in the ſame Manner.) For Example; ſuppoſe the Caſe were, what unknown Quantity $\times$ by 59 would be equal to 472, then I ſay 472 divided by 59 gives the ſought Quantity, *viz.* 8.) Now in order to contract the Work, it is plain that it is the ſame thing whether you divide a Product, which had diverſe Multiplicators, or you divide one of the Multiplicators (which will admit it) by *that* Number, and then multiply by the reſt (Inſtance $\frac{2 \times 3 \times 12}{6} = 12 = \frac{12}{6} \times 2 \times 3.$) It is likewiſe evident, that if any two Numbers be divided by the ſame Number, their Quotients will be in the ſame Proportion as the Numbers were. (Inſtance, 12 divided by 4 is 3, and 20 divided by 4 is 5; whereſore as 3 is to 5, ſo is 12 to 20; which was to be ſhewn.) Hence it follows, that, if when a Queſtion is ſtated you can divide any Antecedent and Conſequent (though they are not Oppoſites) by the ſame Number, the Equality is ſtill kept up; and thus you muſt continue to do, till you can find no Antecedent and Conſequent commenſurable by the ſame Number, then ordering this laſt Equation as above directed, you will have the Solution; and *note*, that the laſt Conſequent, to which the Anſwer is ſought, is ſubject to the ſame Diviſion as the reſt; for the Product of the laſt, multiplied by the other Conſequents, is ſtill the ſame, whether the laſt or any other is divided by the ſame Number; this may be ſeen by the laſt Inſtance but one, if you call 12 the laſt Conſequent; and from what has been ſaid, I infer, that every Antecedent after the firſt muſt be of the ſame Denomination, as well as the ſame Specie, as its preceding Conſequent; and that if any Antecedent or Conſequent conſiſts of different Denominations, you muſt (to retain the Equality) either reduce both them and their reſpective Conſequents and Antecedents, into the ſame Denomination, or otherwiſe make the lower Denomination an aliquot Part or Parts of the higher (as 3*l.* 3*s.* Sterling would be $3\frac{3}{20}$) and then the others remain unaltered; and *note*, that in the ſecond given *Examples*, where the Antecedents and Conſequents are ſcratched, they have been divided, and the Quotients ſtand towards the left, ſeparated from them by a Point, *thus*, 4. 128; and what has been here ſaid in regard to the Queſtions of Money, holds good alſo for thoſe concerning Weights and Meaſures, which may be wrought exactly by the foregoing Rules.

Example.

If 100 lb. at *London* be equal to 106 lb. at *Lyons*, and 50 lb. at *Lyons* are worth 32 lb. at *Paris*, and 113 lb. at *Paris* make 90 lb. at *Frankfort*, and 12 lb. at *Frankfort* are given for 18 lb. at *Venice*, and 152 lb. at *Venice* are the Value of 97 lb. at *Cadiz*; then how many lb. at *Cadiz* are equal to 60 lb. at *London?* Anſwer $51\frac{7}{71}$.

Being ſtated and contracted according to the preceding Rules, the Work will ſtand thus,

100 lb. at *London*	=	106 lb. at *Lyons.*
5. 30 lb. at *Lyons*	=	4. 32 lb. at *Paris.*
113 lb. at *Paris*	=	3. 90 lb. at *Frankfort.*
1. 4. 12 lb. at *Frankfort*	=	3. 18 lb. at *Venice.*
19. 152 lb. at *Venice*	=	97 at *Cadiz*, then
how many lb at *Cadiz*	=	60 at *London.*

```
     113              106
       5                3
   -----            -----
     565              318
      19                3
   -----            -----
    5085              954
     565               97
   -----            -----
   10735             6678
  Diviſor            8586
                    -----
                    92538
                        6
                   ------
                   555228
                  Dividend
```

```
10735)555228(51.7 Anſwer
      53675
      -----
       18478
       10735
       -----
        77430
        75145
        -----
         2285
```

If 100 Ells at *Amſterdam* are equal to 120 Ells at *Hamburgh*, and 30 Ells at *Hamburgh* make 21 ½ Ells at *St. Gall* and 86 Ells at *St. Gall* are equal to 60 Ells at *Geneva*, and 15 Ells at *Geneva* are worth 28 Ells at *Dantzick*; *Quere*, How many Ells at *Dantzick* are equal to 45 Ells at *Amſterdam?* Anſwer 50 $\frac{4}{10}$.

5. 100 Ells

5. 100 Ells at *Amſterdam*	=	2. 4. 120 Ells at *Hamburgh.*
30 Ells at *Hamburgh*	=	21 ½ Ells at *St. Gall.*
43. 86 Ells at *St. Gall*	=	3. 60 Ells at *Geneva.*
18 Ells at *Geneva*	=	28 Ells at *Dantzick.*
How many Ells at *Dantzick*	=	3. 48 Ells at *Amſterdam.*

```
 43            21
  5             2
---           ---
215            43
                3
              ---
              129
               28
              ----
             1032
             258
             ----
             3612
                3
             ----
       215)10836(50,4 Anſwer
           1075
           ----
             860
             860
             ---
```

With the preceding I finiſh this Chapter of Arbitrations, and have therein given an Inſtance of every Caſe that can happen in this curious Branch of Arithmetic, ſo that any Addition would be ſuperfluous, and unneceſſarily encroach on my Reader's Time, without adding any thing to his Inſtruction, which I believe he will find more truly promoted in this ſhort Tract, than he would by conſulting the many Volumes publiſhed on the Subject; as he has here the Reaſons for all the Operations propoſed, added to the Solutions, which other Authors have contented themſelves with giving alone.

Concerning Bankruptcy.

Felix quem faciunt aliena pericula cautum.

THE preceding Chapters have been calculated to inform my Reader in the ſeveral Particulars they treat of; and I confide I have been ſo plain and explicit in them as to render myſelf intelligible, and to anſwer my Deſign of conveying Inſtruction to thoſe who have given themſelves the Trouble of ſeeking it in their Lecture. I have gone through every Branch of Commerce, and purpoſely reſerved this Cataſtrophe of an imprudent or miſtaken Conduct to the laſt, as the propereſt Place for it; and I could wiſh that the Misfortunes, conſequent to an ill judged and indiſcreet Courſe or Management, did not render this Chapter neceſſary for the Guidance of thoſe who have unhappily incurred the Want of it through the gloomy Vale of Trouble: For could Trade be always carried on with that Credit which is neceſſary to ſupport it, and with that Succeſs which every one hopes for by adventuring in it, it would be the moſt pleaſant as well as the moſt beneficial Employ that any one could undertake; but as we all ſubject to the uncertain

uncertain, fluctuating State of Humanity, our Serenity will ſometimes be interrupted, and our Calms and Sunſhine be obſcured and ruffled by the Clouds and Tempeſts of Adverſity, as well in this as in all other Employs of Life, and the ſmooth Paths of Buſineſs will often become rugged and ſtrewed with thorny Troubles, to the utter Change of the pleaſing Scene, by introducing inevitable Loſſes and Misfortunes, inſtead of the Advantages we flattered ourſelves with the Hopes of reaping from our commercial Engagements. Thus the beſt laid Scheme may be overſet by ſome intervening Occurrence, and a trifling Accident frequently demonſtrates the Weakneſs of our Judgment, and the Shallowneſs of our Deſigns; tho' while we ſubmit our Actions to the Directions of Prudence, and ſuffer our Steps to be guided by *her*, we may juſtly be ſaid to act like reaſonable Men; and however Providence (for our Puniſhment) may diſpoſe otherwiſe, we certainly take the beſt and likelieſt Method of ſecuring to ourſelves that Succeſs and Proſperity which we are ſolliciting; and in order to guard againſt their Reverſe, permit me to intrude ſo long on your Patience as to expatiate a little on the Subject of the ſubſequent Chapter, and to ſhew you the Cauſes which naturally drive Men to ſplit on that Rock, where ſo many thouſands have been wrecked, reminding you of my Motto, where you will ſee the great Poet from whom I have taken it, pronounce that Man happy who has been made wiſe by the Misfortunes of others.

Mr. *Savary* ſays (in his *Parfait Negociant*) that the Failures of Merchants oftener proceed from *Ignorance*, *Imprudence*, and *Ambition*, than from *Malice* and *Deſign*; and I am entirely of his Opinion, more eſpecially in this Kingdom: For whoever reflects on the Conſequences of Cheating and Deceit under a Statute of Bankruptcy here, I ſhould think would avoid it with the utmoſt Care; as he not only expoſes himſelf to the Penal Laws, but can never expect to be cleared by his Creditors (though he ſhould not be convicted under the former) and conſequently is rendered uncapable of making any thing of his own for the future; but as I hope none of my Readers are of this Number, I ſhall direct my Advice to thoſe on whom I am in hopes it may prevail, and endeavour to guide them from running on the aforementioned Shoals, by perſuading them to aim at the Diſſipation of the Fogs of *Ignorance* by the Sunſhine of Learning; to correct *Imprudence*, and to baniſh *Vain-glory* or *Ambition*. The firſt may be done by a ſtrict Application to Buſineſs, whilſt under the Tuition of a Merchant in an Apprenticeſhip; or if this has been neglected, and my Reader comes into Trade without ſuch uſual Form and Inſtruction, I confide this Work will ſupply the Deficiency, not only by teaching every one how to act in the Branch of Commerce he has elected, but by diſplaying to him a general Trade, that he may have all the Variety poſſible to chuſe out of; Reason, if engaged and uſed will be too hard for *Imprudence*; and *Ambition*, I ſhould think, would be checked by diſplaying the fatal Conſequences of it; and by theſe Means, a Failure, proceeding from all or any of the abovementioned Cauſes may be prevented; though ſtill there remains one, from which no Foreſight or Care can defend us, I mean the immediate Diſpoſitions of Providence (whereas the above are but ſecondary) to which we ought chearfully to ſubmit with a perfect Reſignation, and never murmur nor repine at any of his Diſpenſations, in a full Aſſurance that he will afford Support and Comfort under the Affliction, to every one who ſincerely truſts in him, and, when he ſees convenient, give a happy Releaſe from it. It is true theſe are hard Leſſons to Mankind, and rendered more irkſome by the barbarous Treatment the Unhappy too commonly meet with; for though it is natural to imagine, that a Man who has been truly honeſt in all his Dealings, and ſeemingly been eſteemed for his Integrity, ſhould on a Reverſe of Fortune meet with that Pity and kind Uſage he has ſhewn to others under ſimilar Diſtreſſes; but Experience convinces us this is rarely the Caſe; on the contrary, it is generally found that tho' Friends may ſeem many and ſtaunch in the Time of Proſperity, yet on a Change of Circumſtances they will drop off like blaſted Fruit, quite forgetful of Favours ſhewn to, and Kindneſſes done them, and at the Time you become Bankrupt in your Fortune, you will certainly find them ſo in Affection and Returns of Gratitude; Favours ſeem no longer regarded than you are in a Capacity to continue them, and Obligations are thruſt among the Number of the Nonentities, or at leaſt are become ſuch unfaſhionable Things, as only to be owned by the very few conſcientious and benevolent.

Acts of Beneficence are not to be expected from Creditors, whoſe Loſſes generally ſour their Tempers, and keep their Reſentments warm againſt the unhappy Occaſion of them, even to the Extinction ſometimes of Humanity: But one ſhould think that the Lamentations of a fallen Familiar and Intimate (frequently heightened by the Tears of a tender Wife, and affecting Cries of their innocent Babes) would be prevailing Objects to excite Compaſſion from thoſe who have always experienced a courteous and gentle Treatment from the unhappy Sufferers; but Philanthropy is almoſt loſt among us, and Mankind are grown

grown ſo degenerate, as to become inſenſible to the Diſtreſſes of others, much leſs to defend them from, or adminiſter Relief under them; the unfortunate Man is now equally ſhunned with the infected one, and the *beſt* Uſage he finds is Slights from almoſt every individual of his *quondam* Acquaintance, whilſt the *worſt* is ſwelled to an immoderate Height by Inſults offered him, Contumelies and Reproaches thrown out againſt him; and Abuſes, Invectives, and unmerited Aſperſions are frequently added to compleat the Catalogue, and augment his Miſeries; *few* regard him, *fewer* ſtill careſs him, and the *Paucity* of thoſe who protect or aſſiſt him, is reduced to the loweſt Degree of Compariſon. This is generally the Caſe with thoſe whom Fortune has proſtrated and laid low; tho' there is ſtill a ſmall Remnant of Men among us, who are actuated by every tender Sentiment of Humanity, and as Opportunities offer, exerciſe every ſocial Virtue; whoſe Compaſſion at leaſt is extended to all afflicted Objects, and their Charity ſtretched to the utmoſt Limits that Prudence and Diſcretion can warrant; they remain uninfluenced by the Example of their Neighbours, and continue fixt and immoveable in the Principles of Goodneſs and Benevolence; but theſe Guardian Angels are ſcarce, and even when found can (at beſt) only alleviate, and in ſome Degree mitigate and take off the ſharp Edge of Affliction, tho' *they* cannot reſtore loſt Credit and Reputation; this only is to be done by the Man himſelf, and the ſole Means is the making all the Satiſfaction to his Creditors that his Abilities will permit, either at preſent or in future, till his whole Debts are diſcharged; for ſo long as any Part of theſe remain unpaid, that Obligation ſubſiſts. This Leſſon, Honeſty, and a juſt Reflection on Things, will teach you; and as the Miſeries ſubſequent to, and attendant on a Failure, are extenſive, as have been (though but faintly) repreſented, it is natural to ſuppoſe the bare Deſcription will render every other Perſuaſive ſuperfluous, for avoiding the Cauſes of ſuch great Unhappineſs; ſo ſhall conclude this Introduction with my beſt and ſincereſt Wiſhes, that none of my Readers may ever experience it, by adding one to the Number of the Unfortunate.

The Derivation of the Word *Bankrupt* I have given under that of *Banks* and *Bankers*; and though according to our Laws ſuch Inſolvents are generally eſteemed a crafty, fraudulent, deceitful, and extravagant ſort of Perſons; yet Experience evinces the Unjuſtneſs of this Aſſertion, and that many unhappily fall into this Dilemma through the Badneſs of Trade or ſome inevitable Accident, without bringing it on themſelves either by Extravagance or Knavery; and as this is a Topic of univerſal Conſequence, and in which Property is greatly concerned, I ſhall give a Tranſcript of the Acts now in Force, and of the beſt Reports and Pleadings I can collect about it; and ſhall in the firſt Place ſhew,

What Perſons may, *or* may not, *be Bankrupts.*

Any Perſon uſing the Trade of Merchandize by way of

Bargaining, in Groſs or Retail. 13 *Eliz.* C. 7.
Exchange,
Rechange,
Bartery,
Cheviſance,
or otherwiſe.

Or, ſeeking his Trade and Living by buying and ſelling, being a natural born Subject. 21 *Jac.* 1. C. 19.

Or, an Alien, or being a Denizen. 21 *Jac.* 1. C. 19. II. S. 15.

Bankers, Brokers, and Factors, may be Bankrupts. 2 *Geo.* II. c. 30. S. 39.

An Inn-keeper as ſuch can be no Bankrupt.

Nor one victualling the Fleet, tho' he ſells the Overplus to Merchants. *Skinner* 276. 291. 3 Mod. 327. 328.

A meer buying and ſelling brings not a Man within the Statute, but it is intended of ſuch who gain the greateſt Part of their Living thereby. Having a Share in a Ship; being a Farmer; or keeping a Boarding-School, makes not a Bankrupt; buying only, or ſelling only, makes not a Bankrupt, but buying in *England* and ſelling in *Ireland* does. 1 *Show.* 96. 268. 3 *Lev.* 309 *Mich.* 1 *W.* and *M.* in *B. R.* The Caſe of Sir *Thomas Littleton*, Mr. *Papillon* & al.

John Aſhley went from *England* in 1720, and reſided in *Barbadoes* till 1735, where he was a Factor and a Planter, and traded to *England* by ſending Goods from his Plantation, and receiving Goods back again bought in *England*, and he diſpoſed of Goods ſent from *England*, in *Barbadoes*, for Merchants in *England* as a Factor, and being greatly indebted came to *England* in 1737, and committing an Act of Bankruptcy, a Commiſſion iſſued, and upon a Queſtion, *whether he was within the Statutes of Bankrupts*; upon the Authority of *Bird* and *Sedgwick* (where a Gentleman of the *Temple* going to *Liſbon*, turning Factor, trading to *England* and breaking) was adjudged a Bankrupt. 1 *Vern.* 637. *Raym.* 375. 1 *Syd.* 411. per *Hardw.* Chan. *Mich.* 1737. 1 *Sal.* 110.

1 *Sal.* 110. *Mar.* 35.

Where a Man buys and ſells under a particular Reſtraint, as a Commiſſioner of the Navy, or a Farmer, he is not a Seller within the Statute.

Criſp. and *Prat.* *Cro. Car.* 549. S C. 1 *Syd.* 411. 1 *Vent.* 29. S. C. 166.

Sir *Anthony Bateman* had been a great Merchant, and was Mayor of *London*, but had left off Trade fifteen Years; the Court held he could not be a Bankrupt upon a Debt contracted after; but the Jury found him ſo upon ſuch Debt, and a new Trial was refuſed.

If a Trader contracts Debts and leaves off his Trade, he is ſtill liable to be a Bankrupt for thoſe Debts, but not for thoſe he ſhall contract afterwards.

Comb. 463.

If a Man whilſt a Trader owes a Debt of 100*l.* to *A.* and leaving off his Trade borrows another 100*l.* of the ſame Perſon, and then pays him one of the 100*l.* without mentioning whether in Satisfaction of the former or the latter Debt, yet it ſhall be applied to the former, and the Creditor ſhall never charge him with a Commiſſion of Bankruptcy for that which remains. Reſolved *per Holt.*

*Cro. Car.*549.

A Farmer, as ſuch, cannot be a Bankrupt; but if he deals in buying and ſelling Potatoes, Wool, *&c.* as a Trader in thoſe Commodities, he may be a Bankrupt.

13 and 14 Caſes. C. 24. S. 3.

No Perſon who ſhall adventure any Money in the *Eaſt-India* Company, or *Guinea* Company, or any joint Stocks of Money by them raiſed for carrying on the Trade by the *Eaſt-India* Company or *Guinea* Company to be managed; or who ſhall adventure any Money in any Stocks for managing the Fiſhing Trade, called the Royal Fiſhing Trade; nor any Member of the Bank of *England*, on Account of his Stock; nor Perſons having Shares in the *London*, or *Royal Exchange* Inſurance Companies, ſhall not be Bankrupts in Reſpect thereof.

6 *Geo.* I. Cap. 28. S. 10.

5 *Geo.* II. C. 30. S. 40.

No Farmer, Graſier, or Drover of Cattle, or any Receiver General of Taxes granted by Act of Parliament, ſhall be deemed a Bankrupt.

March. Rep. 37. *Cro. Car.* 31.

Thoſe Perſons who live on their manual Labour only, as Huſbandmen, Labourers, bare Handicrafts-men, *&c.* are not within the Statutes; but ſuch as buy Wares, and convert them into ſaleable Commodities, and ſo get their Living by Buying and Selling, may be Bankrupts; as a Shoemaker, who buys Leather and ſells it in Shoes; an Ironmonger, buying Iron and cauſing it to be wrought into Wares; a Nailer, Lockſmith, *&c.*

Chapman a. *Lampſhire.*

A Carpenter in *London* has been adjudged a Bankrupt, but not as a working Carpenter.

Crump's Caſes

A Clothier that buys Wool, and has it made up into Cloth or works it into Cloth himſelf, may become a Bankrupt; but a Taylor who makes Garments only, as a Servant to his Cuſtomers, cannot be a Bankrupt, tho' a Salesman may.

It is held, that a Vintner, Brewer, Baker, Weaver, Dyer, Tanner, *&c.* may be Bankrupts.

Noy 158. 4 Rep. 19. 1 Roll Abr. 61.

An Action of the Caſe will lie, for ſaying, of a Merchant, Mercer, Grocer, Shoemaker, Dyer, Weaver, Corn-Maſter, or Baker in *London*, a Milliner, or any other Tradeſman that gets his Living by Buying and Selling, that he is a Bankrupt.

What makes a Man a Bankrupt.

13 *Eliz.* C. 11. 1 *Jac.* I. C. 15.

1ſt, To depart the Realm, or

2d, To begin to keep Houſe, or otherwiſe,

3d, To abſent himſelf.

4th, To take Sanctuary.

5th, To ſuffer himſelf wilfully to be arreſted, for any Debt or Thing not grown due, or for a juſt Conſideration.

6th, To ſuffer himſelf to be outlawed.

7th, To yield himſelf to Priſon; and

8th, To depart from his Dwelling-houſe to the Intent or Purpoſe to defraud or hinder a juſt Creditor or Creditors of his or their juſt Debts or Duty.

9th, Willingly or fraudulently to procure himſelf to be arreſted, or his Goods, Money, or Chattels, to be attached or ſequeſtered.

21 *Jac.* I. C. 15.

10th, To make any fraudulent Grant or Conveyance of his Lands, Tenements, Goods, or Chattels, to the Intent or whereby his Creditors may be defeated or delayed for the Recovery of their juſt Debts.

21 *Jac.* I. C. 19.

11th, Being arreſted for Debt, ſhall after his Arreſt lie in Priſon two Months upon that or any other Arreſt or Detention for Debt. Theſe Lunar Months.

12th, Obtaining Privilege, except of Parliament.

13th,

13th, Being arreſted for 100*l.* or more, of juſt Debt or Debts, and eſcaping out of Priſon.

Palm. 325.

14th, If a Man conceals himſelf in his Houſe but a Day or an Hour, to delay or defraud his Creditors, it makes him a Bankrupt.

1 *Sal.* 110.

If a Man commits a plain Act of Bankruptcy, as keeping Houſe, *&c.* though he after goes abroad, and is a great Dealer, yet that will not purge the firſt Act of Bankruptcy; but if the Act was not plain, but doubtful, then going abroad, and trading, will be an Evidence to explain the Intent of the firſt Act; for if it was not done to defraud Creditors, and keep out of the Way, it will not be within the Statute.

Hopkins a. *Elfis*, on an Iſſue directed.

If after a plain Act of Bankruptcy committed, he pays off, or compounds with all his Creditors, he is become a new Man.

Sal. 109.

Came a *Coleman.* Adjudged in *B. R.* and confirmed in Exc. C.

Lying in Priſon makes a Man a Bankrupt from the firſt Arreſt, that is from the Time of the firſt Arreſt, upon which he lies in Priſon, and not where he puts in ſufficient Bail, for that might be infinitely prejudicial and miſchievous, and no Man would ever ſafely pay or receive from a Tradeſman.

Salk. 110.

2 *Show.* 519.

The laſt Reſolution is contradicted by that in *Smith* and *Stracey*, where it is held by *Holt*, that if a Defendant renders in Diſcharge of his Bail, and lies two Months, he is a Bankrupt, from the firſt Arreſt, and not from the Render only, but the Commiſſion being taken out before the two Months were expired, it was held ill taken out.

Hope a *Gill.* adjudged by Lord *Raym.* at *Guildhall*, *Mich.* 5 *Geo.* II.

The Lying in Priſon two Lunar Months makes a Man Bankrupt from the firſt Arreſt, and although the Commiſſion was taken out before the two Months were expired, yet he appearing afterwards to be a Bankrupt by a Relation to a Time before the taking out the Commiſſion, it was held ſufficient.

1 *Keb.* 11. *Bradford's* Caſe.

Acts of Bankrupt muſt be *in fraudem creditorum*, as if a Man be outlawed it muſt be *in fraudem creditorum.*

Hutt. 42, 43. *Cartwright* a. *Underhill.*

A fraudulent Deed, made long before any other Act of Bankruptcy committed, ſhall not be deemed an Act of Bankruptcy.

If after a Commiſſion is iſſued, the Bankrupt ſhould pay, or ſatisfy, or ſecure the petitioning Creditor his Debt, ſuch Payment, Satisfaction, or Security, ſhall be an Act of Bankruptcy, and the firſt Commiſſion ſhall be ſuperſeded, and a new one granted.

though darkly reported. 5 *Geo.* II. C. 30. S. 24.

21 *Jac.* I. C. 19. S. 1. But theſe Sort of Bills will not now lie, and therefore are diſuſed.

To prefer a Bill or Petition to the King or any of his Courts, to compel the Creditors to compound, or give farther Time, is an Act of Bankruptcy.

In Reſpect to Attachments and Sequeſtrations, they muſt be of the Party's immediate procuring, and not by his meer *Default* or *Laches* to make him a Bankrupt within the Stat. 1 *Jac.* I. C. 15. And what Sales and Conveyances made by Perſons, ſhall be deemed fraudulent within this Stat. to make them Bankrupts may be conſidered two Ways, *viz.*

1. Either ſuch as are made long before a Perſon becomes a Bankrupt, *&c.* or,

Gooding 30, 31.

2. Such as are made ſome ſhort Time before; for what is done after the Time of Bankruptcy is totally void.

If a Trader, finding himſelf in a ſinking Condition with reſpect to his Fortune, makes a Conveyance of all his Lands and Goods to Truſtees, for the Payment of his real Debts, and then abſconds; this Conveyance, though it may be truly and honeſtly intended, ſhall not excuſe him, for his very Abſenting makes him a Bankrupt; but if he does not abſcond, and declares his Intention to pay his Debts, and the Truſtees act accordingly, paying proportionably as far as it will go; ſuch a Conveyance without other Act, ſhall not make him a Bankrupt, as here is no Fraud.

Before the making the Statute 5 *Geo.* II. C. 30. one *Norcourt*, who had long followed the Buſineſs of a Goldſmith, on *Michaelmas* Day 1726, after ſhutting up his Shop, and contemplating his Inability to pay what he owed, made an Aſſignment to one *Small*, of two Leaſes, and alſo of two Thirds of his Stock in the Wine Trade, which he was concerned in with one *Oudley*, being about the Value of 300*l.* and this he did to give a Preference to his Creditor *Small* (though without his Knowledge) and to ſecure his Debt, who in Friendſhip had then lately advanced him a conſiderable Sum of Money. *Norcourt* never opened his Shop again, but went off the very next Day, and was afterwards found a Bankrupt, and to have become ſuch the Day after *Michaelmas Day*; and on

on taking out the Commiſſion, all his Eſtate was aſſigned by the Commiſſioners to one *Man* an Aſſignee.

On this, *Small*, who was the Aſſignee of theſe Leaſes, and likewiſe of the two Thirds in the Wine Trade, brought his Bill againſt *Man*, the Aſſignee in the Commiſſion, and againſt *Oudley* the Partner in the Wine Trade, to oblige them to account; it was here objected for the Defendants, that this Aſſignment made by the Trader when it was reſolved by him that he would be a Bankrupt the next Day, and to prefer this Creditor to all others, by which the equal Diſtribution of his Effects intended by the Statute is prevented, muſt be a void Aſſignment; beſide it being made without the Privity of *Small*, *&c.* is therefore fraudulent, after all which, *Small* comes to have this eſtabliſhed, and through Partiality to be aſſiſted in a Court of Equity, which if allowed, will effectually ſet aſide ſuch Parts of ſeveral Statutes, as give an equal Diſtribution of the Bankrupt's Eſtate to all his Creditors.

Maſter of the Rolls. This is a Caſe of Conſequence, as it effects Trade in general, and as it tends to fruſtrate the Statutes made for the equal Diſtribution of Bankrupts Effects; But ſtill I think the Aſſignment made by *Norcourt* to *Small* the Plaintiff is good, and that he is intitled to an Account of this Wine Trade againſt the Defendant *Oudley*.

As to the Matter of Bankruptcy, that is a Term not known to our common Law, but introduced by Statutes; the 3 *Hen.* VIII. C. 4. which is the firſt, is very imperfect; the next of the 13th of *Eliz.* C. 11. is more large, and that Statute ſince enlarged by ſeveral ſubſequent ones: Now as theſe Statutes do aſcertain what Acts make a Bankruptcy, and there can be no ſuch Thing as an equitable Bankruptcy, it muſt be a legal one.

There may be juſt Reaſon for a ſinking Trader to give Preference to one Creditor before another; to one that has been a faithful Friend, and for a juſt Debt, for Money lent to him in Extremity, when the reſt of his Debts might be due from him as a Dealer in Trade, wherein his Creditors may have been Gainers; whereas the other may not only be a juſt Debt, but all that ſuch a Creditor has in the World to ſubſiſt upon; in this Caſe, and ſo circumſtanced, the Trader honeſtly may, nay, ought to give the Preference; and in ſuch Caſe, it is not the Time when the Aſſignment was made by the Trader that is material, provided it be before the Bankruptcy, but the Juſtneſs of the Debt is very material.

The Objection, that *Small* the Aſſignee did not know of this Aſſignment, ſeems rather an Advantage to it, for this ſhews, that there was no Fraud nor Importunity uſed by the Aſſignee, and oftentimes upon the Account of meer Importunity, a Trader has, when in Trouble, being prevailed upon to make ſuch Aſſignment. And as to the Creditor the Aſſignee's coming into Equity, I admit that every Perſon who comes here, ought to come with an innocent and juſt Cauſe, and the now Plaintiff, for what appears, does ſo; however, what diſtinguiſhes the preſent Caſe in his Favour is, that the Aſſignment being of a *Choſe in Action*, he could in the Nature of the Thing apply no where elſe for Relief, or to have the Benefit of the Aſſignment, but in Equity.

As to the Precedents, the ſame was done in the Caſe of *Cock* and *Goodfellow*, where the Aſſignment was made by Mrs. *Cock*, juſt before her Bankruptcy, and in Truſt for her own Children; and as to Part, it was but a Direction to the Truſtees to aſſign her Stock in the Bank, *&c.* and Lord *Macclesfield* declared, that this was ſo far from being an Act of Fraud in Mrs. *Cock*, though it was for her own Children, that it ſeemed to be juſt and commendable. So in the Caſe of *Jacob* and *Shepherd*; The Trader *Shepherd* was on the Brink of Bankruptcy, and the Deed brought ready engroſſed to him, which he executed a little before his Bankruptcy, to give a Preference to ſome of his Creditors; indeed I doubted this, but on an Appeal, the Lord Chancellor *Macclesfield* ordered a Trial, to be informed when the Trader became a Bankrupt; and the Execution of the Deed being found to have been before the Bankruptcy, the Decree was in Favour of the Deed. The like happened in Sir *Stephen Evan*'s Caſe, who having executed a Deed immediately before his Bankruptcy, and with a View to prefer ſome Creditors, the ſame prevailed. So that according to theſe Precedents I muſt decree in Favour of this Deed, giving a Preference to the Plaintiff. *Norcourt*'s Caſe, *Mich.* 1727.

Of the Commiſſion and Commiſſioners, and how they may examine the Bankrupt, his Wife, and others.

A Commiſſion of Bankruptcy can iſſue only upon the *Petition* and *Affidavit* of a Creditor or Creditors, and not unleſs the ſingle Debt of ſuch Creditor, or of two or more, being Partners, petitioning, amounts to 100*l.* or unleſs the Debt of two Creditors, ſo petitioning, ſhall amount to 150*l.* or unleſs the Debt of three or more Creditors, ſo petitioning, ſhall amount to 200*l.* and alſo upon ſuch Creditors giving Bond to the Lord Chancellor, Keeper, or Com- 5 *Geo.* II. C. 30. S. 23.

Commiſſioners of the Great Seal, in the Penalty of 200*l.* conditioned for proving their Debts, as well before the Commiſſioners, as on a Trial at Law, as alſo for proving the Party Bankrupt at the Time of taking out the Commiſſion, and farther to proceed on ſuch Commiſſion as by the Statute is directed.

1 *Peer Will.* 782. *Hill.* Term 1721. ex Parte *Lee.*

One petitioned for a Commiſſion of Bankrupt againſt *Lee*, and his Debt (amounting to 100*l.*) appeared to conſiſt of Notes, made payable by the Bankrupt to other Perſons, who had endorſed them to the Petitioner, and to have been bought in by him at ten Shillings in the Pound; upon which it was objected, that a Creditor coming by his Debt in this Manner was not entitled to ſue out a Commiſſion; but Lord Chancellor *Macclesfield* ruled, that though the Petitioner had thus gained the Notes, he was a Creditor for the full Sums of them, and may ſue out a Commiſſion accordingly.

1 *Vern.* 152. Alderman *Backwell's* Caſe.

A Commiſſion of Bankruptcy is not a Matter diſcretionary, but to be granted *de Jure*; and it has been adjudged, that if all the petitioning Creditors for a Commiſſion ſhould agree to have it diſcharged or ſuperſeded, it may be granted; and in Caſe other Creditors, that were not Petitioners, ſhould pray a Renewal of the Commiſſion, or a Revocation of the *Superſedeas*, it may be granted.

1 *Jac.* I. C. 15. S. 17. 2 *Show.* Caſes 193.

After a Commiſſion is ſued forth, and dealt in by the Commiſſioners, they may proceed though the Bankrupt die.

5 *Geo.* II. C. 30. S. 45.

The Commiſſion ſhall not abate by the Death of the King; and Commiſſions ſhall be renewed on the Death of the Commiſſioners upon paying half Fees.

13 *Eliz.* C. 7.

The Commiſſioners are appointed under the Great Seal, and ought to be Men (as the Lord *Coke* ſays) of Wiſdom, Honeſty, Diſcretion; as they have Power over the whole Eſtate, Freehold, Copyhold, Goods, Debts, Chattels, and Effects of the Bankrupt.

Ditto. 1 *Vent.* 360.

The Commiſſioners may ſell the Bankrupt's Land by Deed inrolled; they may ſell his Goods without Inrolment, but not Land.

13 *Eliz.* C. 7. S. 5.

The Commiſſioners may ſend for and examine ſuch Perſons, as have, or are ſuſpected to have, any of the Bankrupt's Goods, Wares, or Debts, in their Cuſtody, Power or Uſe, and who are, or be ſuſpected to be indebted to the Bankrupt, and to examine them on their Oaths, or otherwiſe, as they ſhall think fit, touching the Premiſes; and if any refuſe to be examined, or do not diſcover the whole Truth, they ſhall forfeit double the Value of the Goods concealed, to be diſtributed by the Commiſſioners, as the reſt of the Bankrupt's Eſtate.

1 *Jac.* I. C. 15. S. 10.

The Commiſſioners have Power to commit Perſons refuſing to appear to be examined, or appearing refuſe to be examined on Interrogatories.

5 *Mod.* 308. *Comb.* 390. S. C. Sett. & Rem. 234. S. C. 1 *Sal.* 348.

One *Bracey* was committed by the Commiſſioners for refuſing to be examined, and the Warrant concluded, that he ſhall be committed until he conform to the Authority of the Commiſſioners; the Words of the Statute 1 *Jac.* I. C. 15. are "*until he ſubmit* "*to the Commiſſioners*, and be by them examin- "ed."

This was held to be a void Commitment, and *Bracey* was diſcharged upon an *Hab. Corp.*

1 *Jac.* I. C. 15. S. 11.

Witneſſes to have their Charges, to be taxed by the Commiſſioners, and paid out of the Eſtate; and being guilty of Perjury, or Subornation of Perjury, indictable and puniſhable according to the Stat. 5 *Eliz.* againſt Perjury.

S. 15.

The Commiſſioners ſhall declare to the Bankrupt how they have beſtowed his Lands and Goods.

21 *Jac.* I. C. 19.

The Commiſſioners empowered to examine the Bankrupt's Wife, touching the Eſtate.

They may by their Warrant appoint their Officers to break open the Bankrupt's Houſe, Shop, *&c.*

5 *Geo.* II. C. 30. S. 16, 17, 18.

Commiſſioners may examine all Perſons, as well by Word of Mouth, as on Interrogatories, relating to the Trade, Eſtate, and Effects of the Bankrupt, or any Act or Acts of Bankruptcy committed, and may reduce into Writing the Anſwers on verbal Examinations, which ſhall be ſigned by the Examinant, and in caſe of Refuſal to anſwer, or not fully anſwering all lawful Queſtions, or refuſing to ſign the Examination, not having a reaſonable Objection to the Wording thereof, or otherwiſe to be allowed by the Commiſſioners, they may commit till the Party complies; but the Queſtion refuſed to be anſwered muſt be ſtated in the Warrant of Commitment.

If

If a Warrant of Commitment be inſufficient in form, and a *Hab. Corp.* be brought, the Court or Judge before whom the *Hab. Corp.* is brought, ſhall make a new Commitment to the ſame Priſon, unleſs it appears that the Party had before complied.

5 *Geo.* II. C. 30. S, 43. Commiſſioners are uncapable of acting till they have taken an Oath that they will faithfully, impartially, and honeſtly behave in the Execution of the Commiſſion, which Oath they are to adminiſter to each other, and keep a Memorandum thereof by them, ſigned among the Proceedings.

The Oath is as follows;

I A. B. *do ſwear, that I will faithfully, impartially, and honeſtly, according to the beſt of my Skill and Knowledge, execute the ſeveral Powers and Truſts repoſed in me, as a Commiſſioner in a Commiſſion of Bankrupt, againſt* E. F. *late of*, &c. *and that without Favour or Affection, Prejudice or Malice.*

So help me God.

No Time is generally limited for the taking out the Commiſſion, though the ſooner doubtleſs the better for the Creditors; and the *Proviſo* in the Stat. 21 *Jac.* I. C. 19. as to particular Caſes, mentions, that the Commiſſion muſt be ſued within five Years after ſome Time when the Party became a Bankrupt.

A. took out a Commiſſion of Bankruptcy againſt *B.* and kept it ſix Months without doing any thing therein; he then executed it, and the Party was found a Bankrupt; on a Petition to ſuperſede this Commiſſion, it was ſaid by *A.* in Excuſe for his keeping it ſo long by him unexecuted, that he mas not at firſt certain his Proof was ſufficient to find *B.* a Bankrupt; but it appeared afterwards there were good Grounds for a Commiſſion, and that he was found to be a Bankrupt accordingly.

2 *Peer Will.* Rep. 545, 546. In this Caſe, the Lord Chancellor ſaid that it was very wrong in *A.* to keep the Commiſſion thus long in his Pocket; and until he had ſufficient Proof of the Bankruptcy he ought not to have taken out the Commiſſion, which by having been kept ſo long private, might have been the Means of drawing in Multitudes of People to give Credit to the Bankrupt, and of furniſhing him with Opportunities of defrauding many; wherefore he ſuperſeded the Commiſſion; and it being objected that this would only bring a freſh Expence upon the Bankrupt's Eſtate by the Charge of another Commiſſion, his Lordſhip replied, he would take care that the former Commiſſion ſhould not be at the Charge of the Bankrupt's Eſtate.

A Commiſſion, at the Complaint of fifteen Creditors, was iſſued on the Statute of Bankrupts, againſt Alderman *Backwell*, who died ſhortly after; and theſe Creditors having a Judgment, and ſuppoſing thereon they might have better Remedy than their Proportion would amount to on the Commiſſion, they ſtuck to that, and the Heir of the Bankrupt paid their Debts; and no other Creditors appearing then, to proſecute, the Commiſſion by their Conſent was ſuperſeded; after which, thirty other Creditors ſued for a Diſcharge of the *Superſedeas*, which after being argued before Lord Chancellor *Jefferies*, was done, and his Lordſhip renewed the Commiſſion; for the Reaſons, that when a Commiſſion is granted, it is not for the Benefit of the Petitioners only, but expreſsly for the Benefit of all the Creditors. 2 Chan. Caſe 143. 191.

A Commiſſion having iſſued againſt one *Hughes*, on a certain Day at eleven o'Clock in the Morning the Commiſſioners met, and proceeded to declare him a Bankrupt, and the Declaration was ſigned by them between three and four o'Clock in the Afternoon, and the Aſſignment of the Bankrupt's Goods executed by Six, at which Inſtant the Commiſſioners had Notice, that the Bankrupt died that Day at one in the Afternoon, which was the firſt Notice they had of his Death: On a Bill brought againſt an Aſſignee under the Commiſſion, for an Account of ſuch Goods of the Bankrupt, as had come to his Hands, the Defendant pleaded the Commiſſion, and the Proceedings thereon; and Lord Chancellor *Talbot* held the Plea to be good.

For the Meeting of the Commiſſioners in order to declare the Party a Bankrupt, and whatever is done in Purſuance of the Commiſſion, ſhall be taken to be a Dealing in it, if never ſo minute; and the rather, for that the Statutes of Bankrupts being remedial Laws, are to be beneficially conſtrued, in Favour of the Creditors; and therefore my Lord would not overthrow this Commiſſion, and all the juſt Right of the Creditors claiming under it. *Talbot*'s Chan. Caſe 184. *Hil.* 1735.

A Commiſſion of Bankrupts was taken out againſt a Perſon, and upon the Bankrupt complaining, that one of the Creditors had come in under the Commiſſion

ſion and proved his Debt, yet had arreſted the ſaid Bankrupt, who in his Petition prayed to be diſcharged; and here Lord Chancellor *King* obſerved, that it had been the Conſtruction of the Court of Equity upon the latter Statute, which diſcharges the Bankrupt of his Debts, on his procuring a Certificate, ſigned by four Fifths of his Creditors, and allowed by the Chancellor, that where a Trader becomes a Bankrupt, and any one of his Creditors comes in on the Commiſſion, to prove his Debt, though with Deſign only to oppoſe the Bankrupt's Certificate, nevertheleſs this Proceeding of the Creditor is an Election to take his Remedy for his Debt under the Commiſſion; and if pending that, the Creditor ſues and arreſts the Bankrupt, it is taken to be an Oppreſſion: Therefore he ordered the Creditor at his own Expence to diſcharge the Bankrupt out of Cuſtody. But he ſaid, if ſuch Creditor would wave having any Benefit under the Statute, ſtay a reaſonable Time, and there was an Improbability of the Bankrupt's being able to gain his Certificate ſigned by four Fifths, in Number and Value, of his Creditors, or allowed by the Court, in ſuch Caſe, if the Creditor ſhould apply to the Court, declaring his Conſent to wave any Right or Share of the Bankrupt's Eſtate under the Commiſſion, and praying that he might ſue the Bankrupt; it would be reaſonable and proper for the Court to give leave to ſuch a Creditor to proceed at Law againſt the Bankrupt for his Debt.

Mich. 1726.

Salkeld's Caſe. 1 *Peer Will.* Rep. 560. *Trin.* 1719. L. C. *Parker.*

One *Salkeld*, a Clothier in Town, was indebted to one *Hale*, for Clothes, which *Salkeld* made over to a Relation for a pretended Debt; on which *Hale* brought an Action againſt him, and having obtained Judgment, took him in Execution on a *Capias ad Satisfaciendum*, about two Years after the Act 5 *Geo.* I. C. 24. was made. The Relation took out a Statute againſt *Salkeld*, in order to ſerve him, and *Hale* was prevailed on to be an Aſſignee, though the Bankrupt's Eſtate proved to be only a few Shillings and ſome deſperate Debts.

Salkeld thereupon petitioned that he might be diſcharged out of Execution, ſince *Hale*, at whoſe Suit he was taken, had come into the Commiſſion and proved his Debt, and not only ſo, but was the Aſſignee under it. That though *Hale* had propoſed waving all Benefit and Advantage accruing from the Commiſſion, yet this was now too late, he having come in under it, proved his Debt, and conſented to be an Aſſignee, which was a plain Election to proceed this Way, and ſuch Election being once made, could not be waved afterwards. But Lord Chancellor *Parker*: This Commiſſion was plainly ſued out fraudulently by the Bankrupt's Relation, to diſcharge the Bankrupt out of Cuſtody; the Propoſal is fair on the Creditor's Side to wave any Benefit under the Commiſſion, and therefore ought to be accepted; and the Creditor cannot be ſaid to elect to be ſatisfied out of an Eſtate, when there is no Eſtate, which more particularly diſtinguiſhes this Caſe. I will not diſcharge this Bankrupt to the Prejudice of a Creditor, where it appears on the Face of the Thing, that the Commiſſion was ſued out in Favour of the Bankrupt himſelf, by his Relation, and not for the Service and Advantage of the Creditors.

Of the Bankrupt's Surrender, Examination, Diſcovery, Allowance and Certificate; and of entering the Proceeding, &c. *of Record.*

AFTER the Commiſſioners named in a Commiſſion of Bankruptcy ſued for, have, in Conſequence of Proofs made to them, found any one to be a Bankrupt; they make and ſign the following Declaration, *viz.*

'WE whoſe Names are hereunto ſubſcribed (or
'underwritten) being the major Part of the
'Commiſſioners appointed for the Execution of the
'Commiſſion of Bankrupts, awarded againſt *C. D.*
'*&c.* upon the Oath and Examination of diverſe
'Witneſſes, do conceive (or have found) that the
'ſaid *C. D.* the ——— Day of *January* laſt (or be-
'fore the ſuing forth of the ſaid Commiſſion) was
'and did become a Bankrupt, within all, or ſome of the
'Statutes, made concerning Bankrupts; and accord-
'ingly we declare him to be a Bankrupt, and to have
'been ſo from that Time.

G. H.
I. K.
L. M.

But the Commiſſioners are generally cautious in declaring the Bankruptcy from a certain Time, but leave it to a Trial at Law, in caſe there be any Queſtion or Doubt of it; and this is to ſecure themſelves from Actions that may be brought againſt them.

Alſo it is here obſerved, that the Declaring of the Commiſſioners, whether he be a Bankrupt or not, doth not acquit or charge him, unleſs in Truth it were ſo.

And after they have declared the Party a Bankrupt, they then make out the following Warrant for ſeizing his Effects.

'WHereas the King's Majeſty's Commiſſion un-
'der the Great Seal of *Great Britain*, ground-
'ed upon the ſeveral Statutes made concerning Bank-
'rupts

'rupts, bearing Date at *Weſtminſter* the ſame Day 'with this our Warrant (or, *according to the Date*) 'hath been awarded againſt *A. B.* of, *&c.* Dealer and 'Chapman, directed to us who have hereunto ſet our 'Hands and Seals, together with *F. C.* Eſq; and *D. S.* 'Gentleman; and we being the major Part of the 'Commiſſioners named and authorized by Virtue of 'the ſaid Commiſſion in Execution, upon due Exa-'mination of Witneſſes, or other good Proof upon 'Oath before us taken, have found that he the ſaid '*A. B.* did for ſeveral Years laſt paſt trade and deal 'as a Chapman, and by ſuch his Dealings became in-'debted to *C. D.* of, *&c.* Hatter, in the Sum of one 'hundred and eighty Pounds, and being ſo indebted 'as aforeſaid, he the ſaid *A. B.* became Bankrupt to 'all Intents and Purpoſes, within the true Intent and 'Meaning of the ſeveral Statutes made againſt Bank-'rupts, ſome or one of them, before the Date and 'ſuing forth of the ſaid Commiſſion; theſe are there-'fore, by Virtue of the ſaid Commiſſion, and the ſe-'veral Statutes therein mentioned, to will and re-'quire, authorize and impower, you, and every of 'you, to whom this our Warrant is directed, forth-'with to enter into and upon the Houſe and Houſes 'of him the ſaid *A. B.* and alſo into all other Place 'or Places, belonging to him the ſaid *A. B.* where any 'of his Goods are, or are ſuſpected to be, and there 'ſeize all the ready Money, Jewels, Plate, Houſhold 'Stuff, Goods, Merchandize, Books of Account, and 'all other things whatſoever belonging to him the ſaid '*A. B.* and ſuch things as you ſhall ſo ſeize you ſhall cauſe 'to be inventoried and appraiſed, by honeſt Men of 'Skill and Judgment, and the ſame you ſhall return to 'us with all convenient Speed, and what you ſhall ſo 'ſeize you ſhall ſafely detain and keep in your Poſſeſ-'ſion until we ſhall give Order for the Diſpoſal there-'of; and in Caſe of Reſiſtance or of not having the 'Key or Keys of any Door or Lock belonging to any 'Place or Places of him the ſaid *A. B.* where any of 'his Goods are, or are ſuſpected to be, you ſhall 'break open, or cauſe the ſame to be broken open, 'for the better Execution of this our Warrant. 'Given under our Hands and Seals this 24th Day of '*January*, in the Year of our Lord 1752.

J. H.
'*To* G. H. *our Meſſenger and* *J. W.*
'*alſo to* J. K. *his Aſſiſtant.* *A. H.*

To all Mayors, Bailiffs, Conſtables, Headboroughs, and all other his Majeſty's loving Subjects, whom we require to be aiding and aſſiſting in the Execution of this our Warrant, as Occaſion ſhall require.

And likewiſe ſend a Summons to the Bankrupt, which is alſo his Warrant of Protection from Arreſts during the forty-two Days allowed for his Examination, or the farther Time granted for finiſhing it, being forty-nine Days, the Form of which is as follows; 5 *Geo* II. c. 30. S. 2.

'WHereas a Commiſſion of Bankrupt on the 'twenty-fourth Day of *January*, 1752, iſſued 'under the Great Seal of *Great-Britain*, againſt *A. B.* 'of, *&c.* Dealer and Chapman; and whereas the ma-'jor Part of the Commiſſioners in the ſaid Commiſ-'ſion named and authorized, have declared you to be 'a Bankrupt. We the ſaid Commiſſioners do here-'by ſummon and require you the ſaid *A. B.* perſonally 'to be and appear before the Commiſſioners in the 'ſaid Commiſſion named, or the major Part of them, 'on the Day of Inſtant, at 'nine in the Morning, and on the and ' Days of next, at three in 'the Afternoon, at *Guildhall*, *London*, then and there 'to be examined, and to make a full and true Diſco-'very and Diſcloſure of all your Eſtate and Effects, 'according to the Direction of the Acts of Parlia-'ment now in Force concerning Bankrupts, and par-'ticularly the Act paſſed in the fifth Year of his pre-'ſent Majeſty's Reign, entitled, *an Act to prevent the* '*committing of Fraud by Bankrupts*; and herein fail 'not at your Peril. Given under our Hands this ' Day of 1752.

I. H.
I. W.
To A. B. *the Bankrupt.* *A. H.*

As ſoon as the Warrant of Seizure is executed, and the Bankrupt has received his Summons from the Commiſſioners, he ought in Prudence to ſurrender himſelf at their firſt Meeting, as well to ſhew his Willingneſs of complying with the Statute, as to ſecure himſelf from Arreſts and Impriſonment, though his Appearing at the ſaid Time is not abſolutely required.

And after ſuch Surrender, the Bankrupt ſhall at all reaſonable Times, before the Expiration of the forty-two Days, or ſuch further Time as ſhall be allowed him to finiſh his Examination, be at Liberty to inſpect his Books, Papers, Writings, and Accounts, in the Preſence of his Aſſignee or Aſſignees, or any Perſon appointed by them, and ſhall have Liberty to bring with him ſuch Perſons as he ſhall think fit (not exceeding two at a Time) to make out ſuch Extracts and Copies from ditto, S. 5.

from thence as he ſhall think fit, the better to enable him to make a full and true Diſcovery of his Eſtate and Effects; and in order thereto the ſaid Bankrupt ſhall be free from all Arreſts, Reſtraint, or Impriſonment of any of his Creditors in coming to ſurrender, and from the actual Surrender of ſuch Bankrupt for and during the ſaid forty-two Days, or ſuch farther Time as ſhall be allowed him for finiſhing his Examination.

Provided the Bankrupt was not in Cuſtody at the Time of ſuch Surrender, and in caſe he ſhall be arreſted for Debt, or on any Eſcape Warrant in coming to ſurrender himſelf, or after his Surrender within the Time aforementioned, that then upon producing ſuch Summons, under the Hands of the Commiſſioners or Aſſignees, to the Officer who ſhall arreſt him, and making it appear to ſuch Officer, that the Summons was ſigned by the Commiſſioners or Aſſignees, and giving the Officer a Copy thereof, ſhall be immediately diſcharged; and in Caſe any Officer ſhall detain ſuch Bankrupt (after he ſhall have ſhewn ſuch Summons to him, and made it appear it was ſigned as aforeſaid) in his Cuſtody, ſuch Officer ſhall forfeit and pay to the Bankrupt for his own Uſe, the Sum of five Pounds for every Day the Officer ſhall detain him, to be recovered by Action of Debt in any of his Majeſty's Courts of Record at *Weſtminſter*, in the Name of the Bankrupt, with full Coſts of Suit.

A Commiſſion of Bankrupt iſſued againſt *Philips de Fries* in the Month of *July* 1732, and he was declared a Bankrupt, and required to ſurrender himſelf to the Commiſſioners; and when the Meſſenger executed the Warrant of Seizure, the Bankrupt without Reſiſtance, delivered up his Keys and Effects to him, and promiſed to ſubmit to the Commiſſioners, and comply with the Directions of the Act.

The Summons was not ſerved upon him till the firſt Day mentioned for his Surrender in the *Gazette* (and three Days after executing the Warrant of Seizure) and about an Hour after the Service of the Summons, and before he ſurrendered himſelf, he was arreſted, and thereupon he petitioned the Lord Chancellor, amongſt other things, to be diſcharged; and the Petition came on to be heard before he had ſurrendered himſelf, and upon the Hearing, Lord Chancellor *King* ſo far conſidered what he had done (and which was all that he could they do) as a Compliance with the Act, that he held he ought to be diſcharged, but diſſuaded the Bankrupt from ſuing the Officer for the Penalty; and thereupon an Order was made accordingly by Conſent.

Every ſuch Bankrupt, after Aſſignees ſhall be appointed, is to deliver upon Oath or Affirmation, before one of the Maſters of Chancery, or Juſtice of Peace, unto ſuch Aſſignees, all his Books of Accounts and Writings, not ſeized by the Meſſenger of the Commiſſion, or not before delivered up to the Commiſſioners, and then in his Power, and diſcover ſuch as are in the Power of any other Perſon, that any ways concern his Eſtate; and every ſuch Bankrupt, not in Priſon, ſhall after ſuch Surrender be at Liberty, and is required to Attend ſuch Aſſignees, upon Notice in Writing, in order to aſſiſt in making out the Accounts of the Eſtate. ditto S. 6.

If the Perſon againſt whom the Commiſſion is taken out, is in Priſon or Cuſtody, the Commiſſioners grant their Warrant to the Warden of the *Fleet*, or Marſhal of the *King's-Bench*, or to any Perſon who has the Bankrupt's Body in Cuſtody on meſne Proceſs, to bring him to be examined before them.

But if the Bankrupt is in Execution, and cannot be brought before the Commiſſioners, then the active Commiſſioners ſhall from that Time attend the Bankrupt in Priſon or Cuſtody, and take his Diſcovery as in other Caſes.

It is undoubtedly the Obligation of every Perſon, who is ſo unfortunate as to have a Commiſſion of Bankruptcy taken out againſt him, to behave in every Reſpect with the greateſt Integrity, and do all things in his Power to ſerve his Creditors, as well by his Aſſiſtance in ſettling his Accounts (which he ſhould carefully place in the cleareſt and trueſt Light) as by his diligent Attendance on the Aſſignees, and putting them in the beſt Method of ſecuring and recovering his Effects; for the Loſs of his Creditors ſhould not be augmented through his Neglect, as a Man has it always in his Power to be honeſt, though he cannot command Fortune, or very often prevent Misfortune; however, as Honeſty is not a conſtant Attendant on all Bankrupts, the Law has furniſhed the Commiſſioners with a ſufficient Power to oblige them to ſubmit to an Examination, and to make them be juſt in it. For

If the Bankrupt ſhall refuſe to be examined, or to give a full and ſatisfactory Anſwer to every Interrogatory miniſtered to him by the Commiſſioners, it ſhall be lawful for them to commit the ſaid Offender to ſome ſtrait or cloſe Impriſonment, there to remain until he ſhall better conform himſelf. And, 13 *Eliz.* c. 7. 1 *Jac.* c. 15. 21 *Jac.* c. 19.

5 *Geo.* II. c. 30. S. 1.

If the Bankrupt ſhall not within forty-two Days after notice for his Surrendering in Writing, left at the uſual Place of his Abode (or on perſonal Notice, if the Bankrupt be in Priſon) and Notice given in the *London Gazette*, that ſuch a Commiſſion is iſſued, and of the Time and Place of Meeting of the Commiſſioners, ſurrender himſelf to them, and ſign ſuch Surrender, and ſubmit to be examined from Time to Time upon Oath, by and before ſuch Commiſſioners, and in all things conform to the ſeveral Statutes already made and now in force concerning Bankrupts, and alſo upon ſuch his Examination, fully and truly diſcloſe and diſcover all his Effects and Eſtate, real and perſonal, and how and in what Manner, and to whom and upon what Conſideration, and at what Time or Times he hath diſpoſed of, aſſigned, or transferred any of his Goods, Wares, Merchandizes, Monies, or other Eſtate and Effects, and all Books, Papers, and Writing relating thereto, of which he was poſſeſſed, in, or to which he was any ways intereſted or intituled, or which any Perſon or Perſons had or hath, or have had in Truſt for him, or for his Uſe, at any Time before or after the Iſſuing of the ſaid Commiſſion, or whereby ſuch Perſon, or his Family, hath, or may have, or expect any Profit, Poſſibility of Profit, Benefit, or Advantage whatſoever, except only ſuch Part of his Eſtate and Effects as ſhall have been really and *bona fide* before ſold or diſpoſed of in the Way of his Trade and Dealings, and except ſuch Sums of Money as ſhall have been laid out in the ordinary Expences of his Family; and alſo upon ſuch Examination, deliver up to the ſaid Commiſſioners, all ſuch Part of his Goods, Wares, Merchandizes, Money, Eſtate, and Effects, and all Books, Papers, and Writings relating thereto, as at the Time of ſuch Examination ſhall be in his Poſſeſſion, Cuſtody, or Power, (his neceſſary Wearing-Apparel, and that of his Wife and Children only excepted) then he, the ſaid Bankrupt, in caſe of any Default and wilful Omiſſion, in not ſurrendering and ſubmitting to be examined as aforeſaid, or in caſe he ſhall remove, conceal, or embezzle any Part of ſuch his Eſtate, real or perſonal, to the Value of twenty Pounds, or any Books of Account, Papers, or Writings relating thereto, with an Intent to defraud his Creditors (and being thereof lawfully convicted by Indictment or Information) ſhall be deemed and adjudged to be guilty of Felony, and ſhall ſuffer as Felons, without Benefit of Clergy, or the Benefit of any Statute made in relation to Felons; and in ſuch Caſe, ſuch Felon's Goods and Eſtate ſhall go and be divided among the Creditors, ſeeking Relief under Commiſſion.

Ditto, S. 3.

Though it is lawful for the Lord Chancellor, Lord Keeper, or Commiſſioners of the Great Seal, to enlarge the Time for ſuch Perſon's ſurrendering himſelf, and diſcovering his Effects, as the ſaid Lord Chancellor, *&c.* ſhall think fit, not exceeding fifty Days, to be computed from the End of the ſaid forty-two Days; ſo as ſuch Order for enlarging the Time be made by the Lord Chancellor, *&c.* ſix Days at leaſt before the Time on which ſuch Perſon was to ſurrender himſelf, or make ſuch Diſcovery as aforeſaid.

Ditto, S. 10.

When the Bankrupt has paſt his laſt Examination, and his Certificate is ſigned by four Fifths of his Creditors in Number and Value, who have proved their Debts, and have each owing to them 20 *l.* or upwards, the Commiſſioners then certify to the Lord Chancellor, that the Bankrupt hath in all things conformed to the ſeveral Statutes made and now in force concerning Bankrupts, and the ſaid Bankrupt having made Oath that the Signing his ſaid Certificate was obtained fairly and without Fraud; and due Notice having been given of his ſaid Conformity in the *London Gazette*, and no Objection made by any of the Creditors to the Allowance thereof, his Lordſhip is pleaſed to allow the Certificate, in the following Manner.

Feb 10, 1749.

'WHereas the uſual Notice hath been given in the
'*London Gazette* of *Tueſday* the Day
'of and none of the Creditors of the
'abovenamed *A. B.* have ſhewn any Cauſe to the
'contrary, I do allow and confirm this Certificate.

Hardwicke, C.

Ditto, S. 13.

When ſuch Certificate is allowed, the Bankrupt is diſcharged of his Debts, and is not liable to be ſued or arreſted. for any one entered into before his Failure, although he ſhould be taken into Execution or detained in Priſon by Reaſon that a Judgment was obtained before his Certificate was allowed and confirmed; and it ſhall be lawful for any one or more of the Judges of the Court wherein Judgment has been ſo obtained, on the Bankrupt's producing his Certificate allowed and confirmed, to order any Sheriff's Bailiff, or Officer, Gaoler, or Keeper of any Priſon, who hath or ſhall have ſuch Bankrupt in his Cuſtody, by Virtue of any ſuch Executions, to diſcharge him without Payment of any Fee or Reward.

A Bank-

Ex Parte *Goodwin.* 2 *Vern.* 696. *Trin.* 1715.

A Bankrupt having his Certificate allowed, and having ſlipt his Time of Pleading at Law to a Debt precedent to the Bankruptcy is not to be relieved in Equity.

Blackhall a. *Combs.* 2 *Peer Will.* 70. *Trin. Term.* 1722.

A Bankrupt after his Certificate was allowed, was ſued for a Debt due before his Bankruptcy; the Court on the Circumſtances of the Caſe did relieve, though it will not relieve on a Matter purely of miſpleading.

Lewis a. *Chaſe.* 1 *Peer Will.* 181. L. C. *Parker*, *Eaſter* Term, 1720.

A Creditor petitions againſt the Allowance of a Bankrupt's Certificate, upon which the Bankrupt gives him a Bond for Payment of his whole Debt, in Conſideration of withdrawing his Petition, and in Conſequence of his ſo doing the Bankrupt obtains his Certificate; but refuſing afterwards to comply with his Bond, the Creditor put it in Suit againſt the Bankrupt, who pleaded the Act of Parliament, and that the Bond was obtained in order to procure his Diſcharge; but he could not be relieved in Equity againſt the Bond.

Howard a. *Poole.* *Mich.* 8 *Geo.* II. in *B: R.* before Lord *Hardwicke*, *Page*, *Probyn*. and *Lee*.

A joint Commiſſion was taken out againſt the Defendant and Partner, and their Certificate was allowed; and the Defendant was now ſued by the Plaintiff for a Debt due on his ſeparate Account, and arreſted; to which the Defendant pleaded that the Cauſe of Action aroſe before that of Bankruptcy, and therefore moved that he ſhould be diſcharged out of Cuſtody, upon filing common Bail, which was allowed; it being held that the Statute of the 5th of *Geo.* II. which ſays, *that in caſe any ſuch Bankrupt ſhall afterwards be arreſted, proſecuted, or impleaded, for any Debt due before ſuch Time as he became Bankrupt, ſuch Bankrupt ſhall be diſcharged upon common Bail*, is in general Words, that the Bankrupt ſhall be diſcharged on common Bail, from all Debts owing by him before the Bankruptcy, and makes no Diſtinction between a joint and ſeparate Commiſſion.

Three Commiſſions of Bankrupt iſſued at the ſame Time, one againſt *A.* ſeparately, one againſt *B.* ſeparately, and a joint one againſt *A.* and *B.* as Partners in Company; and the Certificates on the two ſeparate Commiſſions were confirmed by the Lord Chancellor, and delivered to the Bankrupts, and four Fifths in Number and Value of the Company Creditors ſigned a Certificate for the Bankrupts Diſcharge, on the joint Commiſſion:

But at the Time the joint Certificate was to have been confirmed, one of the joint Creditors applied by Petition to the Lord Chancellor, ſuggeſting that *A.* had loſt more than five Pounds at Gaming in one Day, within the Year before the Commiſſion iſſued, and therefore was not entitled to be diſcharged; and the Lord *Macclesfield* not only refuſed to confirm the joint Certificate, but ordered the former ſeparate Certificate of *A.* to be recalled and diſallowed, and allowed the joint Certificate as to *B.* only.

And being a Matter of great Conſequence to *A.* who as ſoon as his Certificate was allowed, had engaged very conſiderably in Trade, he ordered his Caſe to be ſtated, and took the Opinion of the moſt eminent Council thereon; and the Queſtions ariſing from this Caſe, were,

1ſt, Whether it was in the Power of the Lord Chancellor, after a Certificate was duly allowed and delivered to the Bankrupt, and enjoyed by him for ſeveral Months, to recal the ſame *ex Officio*, and deprive the Party of the Benefit of the Diſcharge.

Spencer Cowper Eſq's Anſwer.

If the Bankrupt has loſt five Pounds at one Time, and the Fact ſhall be proved before the Allowance of the Certificate, I think the Certificate ought not to be allowed by the Commiſſioners of Bankruptcy, or by the Great Seal; but if the Bankrupt hath conformed in all things, and his Certificate hath been allowed, without any Objections made upon the Account of Gaming by the Creditors, I conceive there is not a Power given to the Great Seal to recal the Certificate.

S. Cowper, 14 *June* 1725.

2dly, Whether a ſeparate Certificate diſcharged the Partner from joint Debts; and the Anſwer of a great and learned Perſon, was this,

The Anſwer of another great Counſellor.

I was clearly of Opinion at firſt, that the Bankrupt's ſeparate Certificate, ſo long as it continued in Force, diſcharged the Bankrupt, not only from ſuch Debts as were owing from the Bankrupt on the ſeparate Account, but likewiſe ſuch as were owing on the Partnerſhip Account; ſo I continue in the ſame Opinion. I alſo concur in Opinion with Mr. *Cowper*, that the Lord Chancellor cannot legally recal the Certificate after it is once confirmed, upon the Account of a Fact which was never proved, or ever objected to, before the Allowance of the Certificate.

The Opinion of another moſt eminent Perſon to theſe Queſtions, was as follows.

 1ſt, As

The Anſwer of another moſt eminent Perſon.

1ſt, As to the Chancellor's Power of recalling the Certificate, he ſays thus, —— This is a Queſtion of conſiderable Difficulty; but I am rather of Opinion that ſuch a Confirmation cannot be revoked, ſo as to prevent the Bankrupt's Diſcharge; becauſe (by the Statutes) conforming to the Acts, and a Certificate confirmed, is made an actual Diſcharge of the Bankrupt's Debts due at the Time of his Bankruptcy; and a Revocation after the Debts are once extinguiſhed, ſeems to come too late.

And as to the ſecond Queſtion, whether a ſeparate Commiſſion diſcharged joint Debts? his Anſwer was this;

As this Statute extends expreſsly to all Debts, I am of Opinion that Partnerſhip Debts, being Debts of *A.* the Certificate is equally a Diſcharge to thoſe Debts as well as to others.

There was another Queſtion which aroſe on this, and being equally intereſting with the preceding ones, I have choſe to give the whole at large, for the Satisfaction and Information of my Readers, and it was this, *viz.*

The ſaid *A.* before his Bankruptcy being a Merchant in *London*, and in the way of his Trade, at the Time he became a Bankrupt, was indebted to ſeveral Perſons in *Virginia*, and other Plantations: And the Queſtion was, whether his Certificate, when confirmed here, would diſcharge him againſt ſuch Debts, in Caſe he went into thoſe Parts?

And the Opinion of the late Lord *Talbot*, when he was a Council, was as follows:

Lord *Talbot*'s Opinion, when Counſel, as to Plantation Debts.

The Effects of *A.* in the Plantations are liable to the Commiſſion here, and the Right to them is veſted in the Aſſignees; and it ſeems reaſonable that this Certificate ſhould be equally extenſive as to his Diſcharge: However, as the Laws of *England*, made ſince *Virginia* and the other Plantations were ſettled, do not extend to them unleſs they are expreſly named, and as the Laws relating to Certificates do not expreſly extend to the Plantations, I am of Opinion, that a Certificate confirmed here will be no Diſcharge to *A.* if a Suit is commenced againſt him in *Virginia*, or the other Plantations.

C. *Talbot*, *Dec.* 24, 1723.

And there was alſo the Opinion of another great Man, to this Purpoſe.

Another Opinion.

I am of Opinion, that the Act of Parliament will not extend to any of the Plantations, unleſs they have been particularly mentioned, they being governed by particular Laws and Conſtitutions of their own making.

In the Year 1732, a Commiſſion of Bankruptcy iſſued againſt *Richard Jackſon*, Tea Merchant, and an Aſſignment was made of his Eſtate to *Thomas Wright* and *James Huey*, in Truſt for his Creditors.

Ex Parte *Jackſon*, before Lord *Hardwicke*, in 1744.

Upon his Examination he made a Diſcovery of his Eſtate and Effects, and four Parts in five of his Creditors ſigned his Certificate; but the Commiſſioners did not think proper to ſign it.

Afterwards he ſet up the Trade of a Diſtiller, and in Conſequence of ſuch Trading, he became indebted to ſeveral Perſons, and particularly to one *Thomas Sorrel* in 100*l.* and upwards.

On the 31ſt of *June* 1739, *Sorrel* ſued out another Commiſſion of Bankruptcy againſt him, and he ſubmitted to ſuch ſecond Commiſſion, and obtained his Certificate, which was allowed by the Lord Chancellor on the 5th of *June*, 1740.

He then returned to his firſt Trade of a Tea Merchant, and contracted Debts to the Amount of ſeveral hundred Pounds.

In *May* 1740, *Wright* and *Huey*, the Aſſignees in the firſt Commiſſion, preferred a Petition, in the Names of themſelves and all the reſt of the Creditors under the ſaid firſt Commiſſion, in order to ſet aſide the ſecond Commiſſion and his Certificate, which was advertiſed in the *Gazette* to be allowed, unleſs Cauſe was ſhewn to the contrary.

And pending this Petition, *viz.* 24 *May* 1740, a Notice was publiſhed in the *London Gazette*, for a Meeting of the Creditors under the firſt Commiſſion, who afterwards met thoſe under the ſecond Commiſſion; and theſe latter agreed to give the former a Sum of Money to withdraw their Petition, which they accepted, and withdrew their Petition accordingly; and the Bankrupt having had his Certificate confirmed, continued his Buſineſs as before.

But two of his Creditors under the firſt Commiſſion, on the 17th of *December* 1743, preferred a Petition to the Lord Chancellor, ſetting forth the Matters before mentioned, and that *Jackſon* had not made a fair Diſcovery of his Eſtate, and had prevailed on the Aſſignees under the firſt Commiſſion not to attend their Petition, by Means whereof the ſaid Bankrupt, to their great Surprize, had obtained his Certificate.

That they were adviſed, that the ſecond Commiſſion was obtained fraudulently, and that the iſſuing of the ſame under thoſe Circumſtances was irregular, and

and that the ſaid Certificate was obtained in order to prevent the Creditors under the firſt Commiſſion from recovering their Debts, though they were aſſured the Bankrupt was then able to pay them.

They therefore prayed, that the Commiſſion might be ſuperſeded, and that all Proceedings under the ſame, with the Bankrupt's Certificate, might be ſet aſide.

But his Lordſhip ordering the Parties to attend, and that the Proceedings under both Commiſſions ſhould be produced; and the Petition coming on before his Lordſhip, and learnedly argued by the Gentlemen at the Bar on both Sides, his Lordſhip was pleaſed for the following Reaſons (among others) to diſmiſs the Petition.

1ſt, Becauſe the Parties had acquieſced in the Allowance of the Certificate under the ſecond Commiſſion, from the 5th of *June* 1740, being the Time of *Jackſon*'s obtaining ſuch Certificate, to the 17th of *December*, and had never made any complaint of the ſame.

2dly, There had been a Meeting between the Aſſignees and ſeveral of the Creditors, under the firſt and ſecond Commiſſion; and that the Petition, which was intended to be preſented to the Court for ſtaying the Bankrupt's Certificate under the ſecond Commiſſion, was by the Conſent of the Aſſignees and Creditors under the firſt Commiſſion, who were preſent and had publick Notice in the *Gazette* to meet the Aſſignees and Creditors under the ſecond, and circular Letters ſent them for that Purpoſe; and that they had agreed that ſuch Petition ſhould be withdrawn, in Conſideration of a Sum of Money paid by the Creditors under the ſecond Commiſſion, to the Creditors under the firſt Commiſſion; and that this was in the Nature of an Acquieſcence and Conſent from the Creditors of the firſt Commiſſion, that *Jackſon* ſhould have his Certificate under the ſecond Commiſſion.

3dly, That it did not appear to him, but that the Petitioners were well acquainted with the Steps that were taken by the Aſſignees and Creditors in the firſt Commiſſion, in regard that they had not denied the ſame by their Affidavit, but had only ſwore, that they did not know, remember, or believe, that they ever conſented to the Withdrawing of the Petition, preferred by the Aſſignees as aforeſaid, to ſet aſide the Certificate under the ſecond Commiſſion; and that if the Aſſignees had done amiſs, the Creditors had a Remedy againſt them.

4thly, That *Jackſon* had, under the Sanction of the Court, carried on a conſiderable Trade, and that it would be contrary to the Juſtice of a Court of Equity, to prejudice innocent Perſons, who might have been induced to give future Credit, believing him to be a free Perſon, on having ſuch Certificate; and the Conſequence would be, that all his Dealings from that Time muſt be opened and unravelled.

When a Bankrupt has in all things conformed himſelf to the Acts made concerning Bankruptcy, he ſhall be allowed by the Aſſignees 5 *l. per Cent.* out of the net Produce of all the Eſtate that ſhall be recovered in and received, provided the ſaid net Produce, after ſuch Allowance, ſhall be ſufficient to pay the Creditors ten Shillings in the Pound, and ſo as the ſaid 5 *l. per Cent.* ſhall not amount in the whole to above 200 *l.* and in Caſe the net Produce, after deducting the following Allowance, ſhall be ſufficient to pay the Creditors twelve and Six-pence in the Pound, the Bankrupt in this Caſe ſhall be allowed 7 *l.* 10 *s. per Cent.* ſo as that ſuch Allowance ſhall not amount in the whole to above 250 *l.* And in caſe the net Produce, after the following Allowance is deducted, ſhall be enough to pay the Creditors fifteen Shillings in the Pound, the Bankrupt ſhall be allowed 10 *l. per Cent.* provided it does not amount in the whole to above 300 *l.* But if the ſaid Bankrupt's Eſtate is not ſufficient to pay the Creditors ten Shillings in the Pound net, as aforementioned, then, and in ſuch Caſe, the Bankrupt ſhall only be allowed ſo much as the Aſſignees and Commiſſioners ſhall think fit, not exceeding 3 *l. per Cent.*

5 *Geo.* II c. 30. S. 7.

And though the Bankrupt ſhall have obtained his Certificate, and the ſame has been duly confirmed, it does not put an End to his Duty of Attendance, as he is obliged to give it upon every reaſonable Notice in Writing delivered to him, or left at his uſual Place of Abode, by the Aſſignees, thereby requiring him to attend them, in order to make up, adjuſt, or ſettle any Account or Accounts between ſuch Bankrupt, and any Debtor to, or Creditor of him, or to attend any Court or Courts of Record, in order to be examined touching the ſame, or for ſuch other Buſineſs as the Aſſignees ſhall judge neceſſary, for getting in the Bankrupt's Eſtate and Effects; and for which Attendance the Bankrupt ſhall be allowed the Sum of two Shillings and Six-pence *per Diem* by the Aſſignees, to be paid out of the Eſtate, and in caſe ſuch Bankrupt ſhall neglect or refuſe to attend, or on ſuch Attendance ſhall refuſe to aſſiſt in ſuch Diſcovery (without good Cauſe to be ſhewn to the Commiſſioners for ſuch his Neglect or Refuſal, to be by them allowed as ſufficient) ſuch Aſſignees making due Proof thereof upon Oath, before the ſaid Commiſſioners, they the ſaid Commiſſioners are hereby impowered and required,

quired, to iſſue a Warrant directed to ſuch Perſon or Perſons as they ſhall think proper, for apprehending ſuch Bankrupt and him committing to the County Gaol, there to remain in cloſe Cuſtody without Bail or Mainprize, until he ſhall duly conform to the Satiſfaction of the ſaid Commiſſioners, and be by them, or the ſpecial Order of the Lord *Chancellor*, or otherwiſe, by due Courſe of Law diſcharged; and the Goaler is hereby required to keep ſuch Perſon in cloſe Cuſtody within the Walls of the Priſon, until he be duly diſcharged as aforeſaid.

Ditto, S. 9. In caſe any Commiſſion of Bankruptcy ſhall iſſue againſt any Perſon, who after the 24th of *June*, 1732, ſhall have been diſcharged by Virtue of this Act, or ſhall have compounded with his Creditors, or delivered to them his Effects, and been releaſed by them, or being diſcharged by any Act for Relief of Inſolvent Debtors, then the Body only of ſuch Perſon conforming, ſhall be free from Arreſt and Impriſonment; but the future Eſtate of ſuch Perſon ſhall remain liable to his Creditors (the Tools of Trade, neceſſary Houſhold Goods, and neceſſary Wearing Apparel of ſuch Bankrupt, and his Wife and Children excepted) unleſs the Eſtate of ſuch Perſon ſhall produce clear Fifteen Shillings in the Pound.

Ditto, S. 12. Nothing in this Act ſhall give any Advantage to any Bankrupt, who ſhall upon Marriage of any of his Children have given above the Value of 100*l.* (unleſs he ſhall prove by his Books, or otherwiſe upon his Oath or Affirmation before the Commiſſioners, that he had remaining other Eſtates ſufficient to pay every Perſon to whom he was indebted their full Debts) or who ſhall have loſt, in one Day, the Value of 5*l.* or in the whole the Value of 100*l.* within Twelve Months next preceding his becoming Bankrupt, at Cards, Dice, Tables, Tennis, Bowls, Billiards, Shovel-board, or Cock-fighting, Horſe-races, Dog-matches, or Foot-races, or other Game, or by bearing a Share in the Stakes, or betting; or that within one Year before he became Bankrupt, ſhall have loſt 100*l.* by Contracts for Stocks, or Shares of any Public Funds, where ſuch Contract was not to be performed within one Week from the Making, or where the Stock was not actually transferred.

Ditto, S. 14. Upon Certificate under the Hands and Seals of the Commiſſioners, that ſuch Commiſſion is iſſued, and ſuch Perſon proved before them to become Bankrupt, it ſhall be lawful for any of the Juſtices of his Majeſty's Courts of King's Bench, or Common Pleas, or Barons of the Exchequer, *&c.* and they are required, upon Application made, to grant their Warrants for apprehending ſuch Perſon, and him to commit to the common Gaol of the County, where he ſhall be apprehended, there to remain until he be removed by Order of the Commiſſioners; and the Gaoler to whoſe Cuſtody ſuch Perſon ſhall be committed, is required to give Notice to one of the Commiſſioners, of ſuch Perſon being in his Cuſtody; and the Commiſſioners are impowered to ſeize the Effects of ſuch Bankrupt (the neceſſary Wearing-Apparel of ſuch Bankrupt, or of his Wife or Children, excepted) and his Books of Writings, which ſhall be then in the Cuſtody of ſuch Bankrupt, or of any other Perſon in Priſon.

Ditto, S. 15. If any Perſon ſo apprehended ſhall within the Time allowed, ſubmit to be examined, and conform as if he had ſurrendered, ſuch Perſon ſhall have the Benefit of this Act, as if he had voluntarily come in.

Ditto, S. 41. Upon Petition of any Perſon, the Lord Chancellor may order ſuch Commiſſions, Depoſitions, Proceedings and Certificates to be entered of Record; and in Caſe of the Death of the Witneſſes, proving ſuch Bankruptcy, or in caſe the ſaid Commiſſions or other Things ſhall be loſt, a Copy of the Record of ſuch Commiſſions or Things ſigned and atteſted as herein is mentioned, may be given in Evidence to prove ſuch Commiſſions, and Bankruptcy, or other Things; and all Certificates, which have been allowed, or to be allowed, and entered of Record, or a true Copy of every Certificate ſigned and atteſted, as herein is mentioned, ſhall and may be given in Evidence in any Courts of Record, and without further Proof taken to be a Bar and Diſcharge againſt any Action for any Debt contracted, before the iſſuing of ſuch Commiſſion, unleſs any Creditor of the Perſon that hath ſuch Certificate ſhall prove ſuch Certificate was fraudulently obtained; and the Lord Chancellor ſhall appoint a Place near the Inns of Court, where the Matters aforeſaid ſhall be entered of Record, where all Perſons ſhall be at Liberty to ſearch; and the Lord Chancellor ſhall by Writing appoint a proper Perſon, who ſhall (by himſelf, or Deputy to be approved by the Lord Chancellor by Writing) enter of Record ſuch Commiſſions, and other Things, and have the Cuſtodies of the Entries thereof; and alſo appoint ſuch Fee for his Labour therein, as the Lord Chancellor ſhall think reaſonable, not exceeding what is uſually paid in like Caſes; and the Perſons ſo to be appointed, and his Deputy, ſhall continue to enter of

of Record all the Matters aforeſaid, and to have the Cuſtody of the ſame, ſo long as they ſhall behave themſelves well; and ſhall not be removed but by Order in Writing, under the Hand of the Lord Chancellor, on good Cauſes therein ſpecified.

Of the Aſſignment, and Bargain, and Sale of the Bankrupt's Eſtate. Of the Inrollment, and what ſhall paſs thereby, or be ſuch an Intereſt as the Commiſſioners may aſſign.

13 *Eliz.* c. 7. S. 2. Bargain and Sale of a Copyhold by Commiſſioners paſſes the Eſtate, and veſts it in the Aſſignees without admittance. *Cro. Car.* 569.

THE Commiſſioners may ſell by Bargain and Sale, all the Lands, Tenements, Hereditaments, as well Copy as Freehold, which the Bankrupt had in his own Right, before he became Bankrupt; and alſo all ſuch Lands, Tenements, and Hereditaments, as he ſhall have purchaſed or obtained by Money, or other Recompence, jointly with his Wife or Children, to the only Uſe of ſuch Offender, and all ſuch Uſe, Intereſt, Right, or Title as he ſhall have in the ſame, which he may depart withal. This muſt be by Deed indented and inrolled; and the Bargainee may not enter till *compoſit* with the Lord, and Admittance.

Ditto, S. 3.

The Commiſſioners may likewiſe aſſign all the Bankrupt's Fees, Annuities, Offices, Goods, Chattels, Wares, Merchandiſes, and Debts.

William Jones, 451. Sc.

If a Bankrupt after his Bankruptcy purchaſe any Lands, Tenements or Hereditaments, free or Copy; Offices, Fees, Goods, or Chattels; or in caſe any of them ſhall deſcend, revert, or by any Means come to any Bankrupt before his Debts are paid, ſuch future Acquiſitions are made ſubject to the Commiſſion, and may be aſſigned.

13 *Eliz.* c. 7. S. 11. *Moyſes* a. *Little.* 2 *Vern.* 194.

The Father, on the Marriage of his Son, covenants, during his own Life, to pay him fifteen Pounds *per Ann.* the Son becomes a Bankrupt; and the Aſſignee files a Bill againſt the Father, to have the Benefit of the Agreement, and to compel Payment of the fifteen Pounds *per Ann.* It was held that the Aſſignee is not entitled to have a Performance of an Agreement made with the Bankrupt.

Toulſon a. *Grout.* 2 *Vern.* 432. But he had obtained a Decree for ſuch Legacy before his Bankruptcy, and was reported due, c. 637.

A Legacy given to a Bankrupt before his Bankruptcy may be aſſigned.

If a Bankrupt convey to his Children, or other Perſons, any of his real or perſonal Eſtate, except the ſame ſhall be purchaſed, or conveyed, or transferred to his Children in Conſequence of Marriage, or ſome valuable Conſideration, the Commiſſion ſhall over rule.

1 *Jac.* I. c. 15. S. 5.

Commiſſioners may aſſign all Debts, due, or to be due to the Bankrupt, which ſhall fully veſt the Property in the Aſſignee, and he may ſue in his own Name.

Ditto, S. 13 21 *Jac.* I. c. 19. S. 12, 13.

The Commiſſioners by Bargain and Sale, indented and inrolled in one of the Courts of Record at *Weſtminſter*, may grant any Lands or Hereditaments, of which the Bankrupt hath an Eſtate in Tail, in Poſſeſſion, Reverſion, or Remainder, except where of the Gift of the Crown, the Reverſion or Remainder ſhall be in the King, and the Commiſſioners may redeem Mortgages upon Lands or Goods.

Abr. Equity Caſes. 54.

A Man deviſed his Lands in Mortgage to be ſold, and the Surplus to be paid his Daughter, who married a Man who ſoon after became Bankrupt and died; upon a Bill brought by the Aſſignee againſt the Wife, to have the Land ſold and the Surplus paid to them, the Court diſmiſſed the Bill.

Allen's Caſe.

As to the Sale of Lands in a Bankrupt's own Poſſeſſion at the Time of his Failing, the Caſe of *Allen*, in the *Chancery*, 1 *Jac.* I. is a very remarkable one; and was as follows: *Edwards*, a Citizen of *York*, who had ſerved the Office of Sheriff there, being indebted to *Allen*, *Haberſley*, and others, of *London*, for Wares ſold, became a Bankrupt; upon which, *Allen* and *Haberſley*, and ſome other Creditors of *London*, by a Petition to the Lord Chancellor, procured a Commiſſion of Bankruptcy againſt the ſaid *Edwards*, to certain Commiſſioners therein named; who by Deed of Bargain and Sale inrolled, ſold all the Bankrupt's Lands to *Allen* and *Haberſley* for 400*l.* the Land being then worth 2400*l.* but was ſold ſo cheap by Reaſon of many Incumbrances on it, made long before *Edwards* was a Bankrupt, or became indebted to *Allen*, or any of the *Londoners* who ſued out the Commiſſion.

After this Sale, the Commiſſioners, *Allen*, and the other petitioning Creditors, upon full Conſideration had of the Bankrupt's Eſtate, which ſtood encumbered with a Mortgage, Statute, and Leaſes, made an Agreement with the Bankrupt and his Friends to this Effect, *viz.* That the Creditors would take ten Shillings in the Pound for their due Debts,

and *Smith* and *Wood* were the Bankrupt's Securities for Payment of the ſame; and it was agreed, that *Allen* and *Haberſley* ſhould convey the Bankrupt's Lands to them for their Security, which Agreement was certified by the Commiſſioners; and they did alſo certify, that *Allen*, after this Agreement, refuſed to comply therewith, and ſought the Advantage of Law, to the great Loſs and Hindrance of the reſt of the Creditors, and to the Undoing of *Edwards*, his Wife and Children.

In Execution of this Agreement, twelve Pounds ten Shillings was paid to one of the Creditors, and Books were drawn and ingroſſed by one of the Commiſſioners ready for perfecting the Aſſurance; notwithſtanding all which, *Allen* refuſing the Agreement with *Haberſley*, preferred a Bill againſt *Edwards* and others, complaining, that the Mortgage, Statute, and Leaſes were all fraudulent, and the Money being paid was kept on foot by Practice, to prejudice the Creditors, and the Sale made by the Commiſſioners: Whereupon *Edwards*, *Smith*, and *Wood*, preferred a croſs Bill againſt *Allen* and *Haberſley*, for the Performance of the Agreement of ten Shillings in the Pound, and to convey the Land to *Smith* and *Wood*, according to the Agreement.

At the Hearing of the Cauſe upon *Allen*'s Bill, the Lord Chancellor finding it confeſſed, that of the Mortgage Money there was but thirty Pounds unpaid, ordered that *Allen*, paying the thirty Pound, ſhould have the ſame conveyed to him and *Haberſley & al.* and the Statute to be diſcharged, which was done accordingly; and a Decree made, that *Allen* and *Haberſley* and their Heirs, ſhould enjoy the Lands according to the Sale of the Commiſſioners, free from the Incumbrances and Charges of the Statute, and the Perſon who had it was left to the Law; but upon another Motion, his Lordſhip ſtayed the *Liberate*, after the Extent upon that Statute, and ſo it reſted.

Allen having gotten the Incumbrances thus cleared by the Court of *Chancery*, ſought to hold the Lands for the 400*l.* only, which were worth 2400*l.* altho' he had covenanted with the Commiſſioners in the Bargain and Sale, that if the Lands were ſold for more than 400*l.* within three Years, he would pay the Overplus towards the Satisfaction of the Creditors; and all the Incumbrances being diſcharged within the three Years, as aforeſaid, yet he would hold the Land for 400*l.* and pay no more for it.

In another Term, *Allen* gets a Commiſſion out of the *Chancery*, to the Sheriffs of *York* there, to put him in Poſſeſſion of the Land, upon the firſt Decree in *Chancery* made for him; and *Allen*, with the Under-Sheriff, caſt *Edwards*'s Children all out of Doors in Froſt and Snow, that they were inforced to ſuccour themſelves in a Maſh Fat, and when ſome of the Tenants of the Land would have taken them in, and relieved them, *Allen* threatened to turn them out of their Tenements if they did ſo; and did turn one of the Tenants out of his Houſe, who entertained them but one Night. Alſo *Allen* took diverſe Cattle and Goods that were *Edwards*'s Father's, and not the Bankrupt's; and the old Man ſuing for them in the *King's-Bench* Court, *Allen* procured an Injunction out of *Chancery*, and ſtaid all the Suits as long as the old Man lived, who ſhortly died; and *Edwards* and his Wife at *London*, following the Suit to be relieved againſt *Allen*, died both together of the Plague, leaving ſeven poor Children behind them.

The Lord Chancellor, being informed of this Extremity by Petition and Affidavit, gave Direction that the Bill, which *Edwards*, *Smith*, and *Wood* preferred upon the Agreement of ten Shillings in the Pound, ſhould be revived in Behalf of the poor Children; and his Lordſhip aſſigned *Wood* their Guardian to proſecute, and *Francis Moore* he aſſigned to be of their Counſel in *Forma Pauperis*.

This Cauſe coming to Hearing, and the Agreement appearing confeſſed by *Allen*'s Anſwer, and proved by the Certificate of the Commiſſioners, and diverſe Witneſſes; the covetous and unconſcionable Dealing of *Allen* likewiſe appearing plainly, by the Covenant which they took of *Allen*, the Lord Chancellor decreed *Allen* ſhould pay the Overplus of the Value of the Lands above 400*l.* if they ſhould be ſold for more; and the uncharitable and unchriſtian Uſage of *Allen* towards the poor Children of *Edwards*, being all Infants not able to help themſelves, conſidered, did decree, that *Allen* and the reſt ſhould be ſatisfied with ten Shillings in the Pound for their Debts, according to the Agreement certified by the Commiſſioners; but no Abatement to be made of the 400*l.* paid for the Land, nor of the 30*l.* paid for the Mortgage; and withal, that *Allen* ſhould have reaſonable Allowance for Coſts of Suit; and for this Purpoſe his Lordſhip made a Reference to Sir *John Tindal*, a Maſter in *Chancery*, to caſt up the Eſtate of the Bankrupt and the Debts, and to certify what Overplus he found for the Relief of the poor Children.

Sir *John Tindal* often heard the Cauſe, and the Allegations of *Allen* and his Counſel, and in the End made a Certificate of the Eſtate real and perſonal of the Bankrupt, and of the Debts, and made all Allowances as by the Order was directed, and gave to *Allen* for Coſts of Suit two hundred Marks, and to

Haberſley a hundred Marks, and ſeventy Pounds to all the Creditors that ſued out the Commiſſion; and for the Reſidue, did propoſe it as his Opinion, that *Allen* ſhould keep the Land, and pay the Overplus of the Value thereof above the 400*l.* or depart with the Land to *Smith & al.* who would pay *Allen* and the other Creditors according to the Report, and yield the Overplus to the Children, amounting to 600*l.* or thereabouts.

On reading the Maſter's Report, the Lord Chancellor gave Time to *Allen* to make his Election, whether he would keep the Land and pay the Money, or depart with the Land and receive the Money? And as *Allen* made no Election, but inſiſted upon the Advantage, to have the Land for 400*l.* (worth 2400*l.*) and would render nothing to the Creditors, nor to the poor Children:

The Lord Chancellor did now decree, that *Allen* ſhould receive the Money mentioned in the Report, which was much more than in Equity was any ways due unto him, and convey the Lands according to the Report; and for not performing this Decree, *Allen* was committed to Priſon. *This Cauſe began the* 1 Jac. *and ended* 11 Jac. I.

W. Jones, Rep. 203. 4 *Car.* I. *B.R.* *Audley* and *Halſey.*

It is laid down as a Rule, that where the Owner of Lands, *&c.* by his own Act may not controul a Gift or a Charge; there, if he becomes a Bankrupt, the Gift or Charge may not be defeated: So that if a Man bargain and ſell Lands, and before Inrolment becomes a Bankrupt, and after the Deed is inrolled; in that Caſe, the Land may not be ſold by the Commiſſioners of Bankrupts, but the *Bargainee* ſhall hold the Land diſcharged from the Commiſſioners. And where a Perſon gives Lands, upon a precedent Condition, to be performed by the *Donee*, and after he is a Bankrupt, after which the Condition is performed, this defeats the Power of the Commiſſion.

Although the Commiſſioners in the aforementioned Caſe cannot ſell the Land, where the Party before Inrolment becomes a Bankrupt, according to the Rule laid down by *Jones*, yet it is ſaid, if he makes a Feoffment of Lands, and a Letter of Attorney to give Livery, and then becomes Bankrupt before the Seiſin is delivered, theſe Lands may be ſold by the Commiſſioners. The Reaſon of the Difference is, in the firſt Caſe, the *Bargainee* is in by the Bargain and Sale, by Relation from the Execution thereof, and not by the Inrolment; and the Bankrupt could not by his own Act defeat this; but no Eſtate in the other Caſe paſſeth at all till the Livery be executed; and then in this laſt Caſe, his Letter of Attorney is revocable, and his becoming a Bankrupt before the Eſtate executed, is *quaſi* a Countermand or Revocation in Law.

In Ejectment, upon a ſpecial Verdict, the Queſtion was, whether the *Vendee* or *Bargainee* of the Commiſſioners upon the Statute of Bankrupts, of Lands by Deed indented, may by his Leſſee maintain an Ejectment before the Inrolment of the Deed, although it be inrolled after the Action brought? Here it was ſaid by the Court, that there is a great Difference between this Caſe and the Caſe of a Bargain and Sale by the Statute 27 *Hen.* VIII. Cap. 10. of Uſes; for the Eſtate there paſſeth by the Contract, and the Uſe is executed by the Statute: Then comes the Statute of Inrolments, Cap. 16. of the ſame Year, which enacts, That *no Eſtate ſhall paſs without Inrolment of the Deed indented, and that within ſix Months*, the Words of the Act being, *unleſs it be by Deed indented and inrolled*, and therefore the Contract is with the Party that had the Eſtate, and the Deed is appointed to be inrolled within a certain Time.

Perry a. *Bowes.* 1 *Jones* 196, 197.

But here the Commiſſioners have not any Eſtate, only a Power which ought to be executed by the Means preſcribed by the Statute, with the Circumſtances thereby directed; that is, not only by the Deed indented, but inrolled alſo: And if they do not purſue the Act according to their Power, there is no Execution or Effect to paſs the Eſtate; and it would be very dangerous to make any other Conſtruction, as no Time is limited by the ſaid Act for the Inrolment; for if it were inrolled any Time after ſeven, or twenty Years, or a longer Time, it ſhall relate as well to the Making of the Deed, as any ſhorter Time; and Judgment was given for the Defendant.

1 *Vent.* 361.

This Caſe being argued by *Saunders*, as reported in *Ventris*, he pleaded, that in the Caſe of Inrolment of a Bargain and Sale, the Deed itſelf paſſeth the Uſe, and the Statute of Inrolment obſtructs the Operation of it till Inrolment; but when that is done, it paſſeth by the Deed: That there needs no Relation to avoid the Miſchief of mean Aſſignments from the Bankrupt, becauſe he is reſtrained from the Time of his firſt Act of Bankruptcy; and on the other ſide, the Miſchiefs would be very great, if there ſhould be a Relation from the Inrolment, in regard the Statute limits no Time for the doing of it, ſo that it may be inrolled many Years after; and if this ſhould relate to puniſh *meſne Treſpaſſes*, the Inconvenience would be great, for

ſuch Treſpaſſes are, until the Inrolment, expoſed to the Actions of the Bankrupt.

That generally in Caſes at common Law, there is no Relation, as in the Caſe of Feoffment and Livery, but ſtronger in Caſe of a Grant of a Reverſion, where the Attornment is but the Aſſent of the Tenant; yet it ſhall not relate to the Grant: It would be hard if Relation ſhould be admitted to make a Man liable to a Treſpaſs; and it has been much doubted, whether a Bargainee, before an actual Entry, can maintain Action of Treſpaſs.

Per Curiam, where Executors ſell by Authority given by Will, the Vendee is in the *Per* from the *Deviſor*, but here in the *Poſt*, and by the Statute; and it muſt be very inconvenient to admit of Relation, becauſe no Time is fixed for the Inrolment.

Skin. 30. The Judges in this Caſe afterwards gave their Opinions, that Sale by Commiſſioners of Bankrupts, if of Lands, ought to be by Deed inrolled, and is void if otherwiſe; and that this depends upon the different Penning of the Statute from that of Inrolment; they likewiſe held, that here ſhall be no Relation.

A Sale of intailed Lands by the Commiſſioners ſhall be good againſt the Bankrupt and his Iſſue, and bar Perſons in Remainder or Reverſion, as much as if himſelf had ſuffered a common Recovery. A Caſe has been put on this Clauſe of the Statute 21 *Jac.* I. If Lands are ſettled on *A.* and *B.* his Wife, before Marriage, for their Lives; and after their Deceaſes, to the Uſe of the firſt Son of their Bodies lawfully begotten, and to the Heirs Male of ſuch firſt Son; and for Want of ſuch Iſſue, to the Uſe of the ſecond Son, &c. in Tale Male, and ſo to the tenth Son. *A.* becomes a Bankrupt before he hath a Son; whether the Commiſſioners may ſell theſe Lands, and make a good Eſtate to the Purchaſer? It is held they may; for though *A.* is here not Tenant in Tale, but a bare Tenant for Life, the Words in the Statute being, That the *Bargain and Sale ſhall be good againſt all and every other Perſon and Perſons whatſoever, whom the Bankrupt might cut off and debar by common Recovery, or otherwiſe from any Remainder, Reverſion, Rent, Profit, Title, or Poſſibility*; it ſeems this Bargain and Sale ſhall be good; for *A.* the Father, before Iſſue, by his bare Feoffment, might deſtroy the contingent Eſtate; as it is in *Archer*'s Caſe, 1 Rep. 67. But was the Settlement made ſo, as to ſupport the contingent Remainder (as is uſually done) ſo that the Father could by no Means debar it by any Act he could do, then it would make a greater Queſtion; and yet if the Commiſſioners could not ſell in ſuch Caſe, as Settlements are generally made now, the Act in this Point might be eaſily eluded: However, this is to be underſtood of voluntary Settlements. *Gooding* 82.

In Conſideration of Marriage, a Man makes a Conveyance to the Uſe of himſelf and his Wife; afterwards he becomes a Bankrupt, on which a Commiſſion is taken out, and the Lands are ſold by the Commiſſioners; the Sale has been adjudged good. It is obſerved in this Caſe, that within half a Year after the Settlement, the Party became Bankrupt; ſo as there ſeems to be a Fraud in the Conveyance; but it is not expreſſed in the Pleading as it might have been; and this is not in diſpute upon a ſpecial Verdict, but comes in Queſtion on a Point of Pleading, which is to be taken ſtrongly againſt him that pleads it; and he does not expreſs any valuable Conſideration, as he might have done; as Conſideration of a Portion, or Performance of Articles made on Marriage, or that the Wife had joined in ſelling ſome Part of the Land. *Stile*'s Rep. 288. *Tucker* and *Cloſh.*

A Settlement was made by a Huſband, for the Jointure of his Wife, reciting, that the Wife had joined with the Huſband to ſell Part of her former Jointure, in which he and ſhe were Tenants for Life, the Remainder in Tail to the firſt and tenth Son, Remainder to his Heirs: By *Hale* C. J. at a Trial at Bar, this is not fraudulent, though he alone, having no Iſſue, might bar this contingent Remainder. *Scot.* a. *Bill.* 3 *Keb.* 82.

And a Man may ſettle Lands on his Son, before he be a Bankrupt; and if it be not by Fraud and to deceive Creditors, it ſhall be good (and the Fraud muſt be found by the Jury.) The Statute ſaith, *The Sale of the Commiſſioners ſhall be good againſt ſuch Offenders*, and he is no Offender till he is a Bankrupt. *Jones* 438.

If a Man purchaſes Lands after the Time of his Trading, and his being in Debt, and doth purchaſe it in the Name of his Wife or Children fraudulently; this will be liable to Sale by the Commiſſioners: Tho' it is otherwiſe, if it be purchaſed before he comes to be a Merchant. Alſo any Sale of Lands or Goods by a Bankrupt before he becomes in Debt, or before his Trading, is without Queſtion good; and ſo are all the Acts he doth, before he comes to apear to be a Bankrupt. *March* Rep. 34.

In Caſe a Bankrupt hath Lands in Right of his Wife, it may be ſold during the Coverture; and if ſhe be a *Feme Sole* Merchant in *London*, ſhe becoming Bankrupt, the whole ſhall be ſold; *Stone* 163, 164. *Langham* a. *John Bewett*'s Wife. 1 *Cro.* 68.

ſold; and it ſhall be accounted the Huſband's Folly to ſuffer her to trade, and her trading ſhall be looked upon as his; ſo that ſhe and her Eſtate in Trade ſhall be affected by his Bankruptcy. But the Dower of a Bankrupt's Wife ſhall never be ſold, unleſs ſhe marries one that is a Bankrupt.

1 *Jac.* I. It is clearly held, that if two Perſons are jointly ſeized of Lands, and one becomes a Bankrupt, his Moiety may be ſold by the Commiſſioners; even though he be dead, and Survivorſhip ſhall not take place.

Gooding, 89, 90. And where two Women are joint Tenants of a Leaſe for Years, and one takes a Huſband, who becomes a Bankrupt; the Commiſſioners may ſell the Intereſt of a Moiety: And yet this has been queſtioned; for Chattels real are given to the Huſband, if he ſurvive; but if he die before the Wife, ſhe ſhall have them. If two joint Tenants are diſſeiſed, it is likewiſe a Queſtion, whether the Commiſſioners ſhall ſell on the Bankruptcy of one of them; for before Entry he could not grant his Moiety, though he might releaſe it.

Stone 147. As to Lands *deſcended* or *deviſed* to the Bankrupt after his Bankruptcy, the Commiſſioners may ſell the ſame; as they may all Offices of Inheritance, ſuch as Warden of the *Fleet*, Keeper of a Foreſt, &c. but no judicial Office, or Office of Truſt, which is annexed to the Perſon, and may not be executed by a Deputy; for if ſuch Officer abſents, he forfeits his Office, and then the King grants it over.

Billinghurſt 116. As for Lands mortgaged, or Eſtates on Condition, by 21 *Jac.* I. Chap. 19. If a Merchant makes a Feoffment on Condition, *that upon paying a certain Sum he may re-enter*, and then becomes a Bankrupt, the Commiſſioners may tender the Money at the Day, and make Sale of the Land. But where Lands are mortgaged to a Bankrupt, as of a Feoffment in Fee, in Conſideration of a Sum of Money, be made to him and his Heirs, provided that if the Feoffor do not pay ſuch a Sum on ſuch a Day, then the Feoffor is to make it an Eſtate abſolute; the Feoffee becomes a Bankrupt, and the Money is not paid on the Day; the Commiſſioners cannot by this Act force the Feoffor to make an abſolute Fee, though *Chancery* will compel him.

1 Chan. Caſe. 71. 2 *Vern.* 97. By the Statute, the Commiſſioners are enabled to perform the Condition, &c. of a Mortgage; but if the Mortgage is forfeited, it has been formerly a *Quere* whether the Commiſſioners might diſpoſe of the Equity of Redemption; but Serjeant *Newdigate* ſaid it had been ruled in *Chancery*, that Commiſſioners may aſſign an Equity of Redemption.

Where the Equity of Redemption of Lands mortgaged was conveyed over to a third Perſon by a Bankrupt, after his Bankruptcy, though before the Aſſignment of his Eſtate by the Commiſſioners; Lord Chancellor *Talbot* held that nothing paſſed by this Conveyance; for Creditors after Bankruptcy are in Nature of Purchaſers, and have a prior Equity to any other Perſons.

Talbot's Caſe, 68. 69. And the Statutes concerning Bankruptcy are founded on ſuppoſed Frauds of the Bankrupts; and conſequently intended to put them under Diſabilities to prejudice their Creditors; ſo his Lordſhip decreed, that the Mortgagee ſhould reconvey to the Plaintiff the Aſſignee upon Payment of Principal and Intereſt.

Barnardiſt. Rep. 30. 32. *Paſch.* 1740. In general no Perſon ſhall be allowed to come into Equity for a Redemption, but he that has the legal Eſtate of the Mortgager; and where there are proper Perſons as Aſſignees to get in the Eſtate of a Bankrupt, a Court of Equity will not ſuffer the Creditors to bring in a Bill in order to redeem or recover that Eſtate, unleſs the Aſſignees under a Commiſſion make Default or collude with a Debtor, when a Creditor may bring his Bill, in order to take care of the Eſtate, and charge the Aſſignees with ſuch Colluſion.

21 *Jac.* I. c. 15. S. 11. If a Bankrupt (before his Bankruptcy) ſells his Goods to other Perſons, and yet keeps and diſpoſes of the ſame as if they were his own, ſuch Goods ſhall be ſold by the Commiſſioners; and accordingly it hath been always ſo adjudged: And if a Man, with an Intent to ſupport the Credit of a Bankrupt, ſuffers him to have his Goods in his Cuſtody, and to diſpoſe of them, the Property of theſe Goods ſhall be accounted to be in the Bankrupt, and not in the true Owner; for the Owner ſhall loſe his Right, as a Puniſhment for his falſe Dealing herein, and of the Miſchiefs that may grow by ſuch Devices to evade the Laws; and the Law cannot take Notice of ſuch private Things done between the Parties, but will judge of them as they appear to be. 1 *Lill.* Abr. 195.

If one becomes a Bankrupt after an *Extent* and before the *Liberate*, and the Commiſſioners ſell the Goods to the Creditors; it has been adjudged they cannot be ſold. Though the Words of the Statute are, *That the Commiſſioners have Power to ſell the Goods, which were his at the Time that he became a Bankrupt:*

Bankrupt; notwithſtanding he becomes Bankrupt before the *Liberate*; and although the Property remains in the *Conuſor* until the Delivery by that *Writ*; yet the *Extent* has bound the Goods ſo, that when the *Liberate* comes it defeats this, and diveſts the Property of the Goods out of the *Conuſor*, as to any mean Act or Incumbrance, from the Time of the *Extent*.

Cro. Car. 149. *Audley* a. *Halſey.*

In this Caſe all the Court reſolved, and ſeverally delivered their Opinions, that thoſe Goods extended before the Party became a Bankrupt, and delivered by the *Liberate* after he was a Bankrupt, could not be ſold by the Commiſſioners; becauſe they being extended, *quaſi in Cuſtodia Legis*, ſo as the *Conuſors* have not any Power to give, ſell, or diſpoſe of them; and they are as Goods gaged or diſtrained, which which cannot be forfeited by Outlawry, or taken in Execution, from the Perſon that has them in Gage, or by way of Diſtreſs, without Payment of the Money, for the Goods are bound by the Teſt of the Writ of Extent or Execution ſued.

They alſo held, when the Writ of *Liberate* is ſued out, it has Relation to the Writ of Extent, and they are as but one Extent; and the Goods are ſo bound by the Extent and Appraiſement, that the *Conuſor* hath no more Property in them but *ſecundum quid*, that is, if the *Conuſee* refuſe to accept them; for it is a conditional Writ to deliver the Goods to the *Conuſee*, if he will accept thereof, and when he accepts them, they are bound *ab initio*. And they all conceived, that the Statute being with an Exception, when Execution or an Extent is ſerved or executed; that this is to be accounted the Execution of an Extent, wheu the Goods are appraiſed, and the Writ returned; but ſo long as they remain in the Hands of the *Conuſor*, they may be ſold; but when they are delivered by the *Liberate*, and the Extent is returned ſerved, the Goods are not ſubject to any other Execution, nor to the Power of the Commiſſioners to meddle with them.

1 *Jones* 202.

Cro Car. 166. 176. *Benſon* a *Flower* and *Blackwell.*

An Execution was ſued by a Perſon, the Money levied, and in the Sheriff's Hands, and the Man became a Bankrupt: *By the Court*; the Money recovered in the Hands of the Sheriff is not aſſignable by the Commiſſioners to the Creditors, for it is *in Cuſtodia Legis.*

See the Caſe of *Monk* a. *Morris* and *Clayton.* 1 *Vent.* 193. 1 *Mod.* 93.

But it is neverthelefs held, that the Aſſignees of the Commiſſioners may bring a *ſcire facias* againſt the Defendant, in caſe the Money lie in his Hands, in order to try the Bankruptcy, and ſo gain the Money recovered by the Bankrupt.

One *Thompſon* had a Judgment againſt *Watkins* for 600*l.* and the 19th of *June* ſued out a *fieri facias* thereupon, which the 30th of *June* was delivered to the Sheriff in the Morning, and *Watkins* having Notice thereof, in the Night of the ſame Day departed from his Houſe, and thereby became a Bankrupt; the 1ſt of *October* the Sheriff levied 400*l.* of the Goods of *Watkins*, and paid it to *Thompſon*, and the Commiſſioners aſſigned it in the Hands of *Thompſon* to the Plaintiff, as the Goods of *Watkins* in his Hands, for which an Action of the Caſe was brought, and a ſpecial Verdict of it found; and being learnedly argued on both Sides, a Judgment was finally given for the Defendant.

Philips a. *Thompſon.* 3 *Lev.* 69. 191.

In an Action of Treſpaſs brought by the Aſſignees of Commiſſioners of Bankruptcy, for taking of their Goods; on Not guilty pleaded, the Jury found a ſpecial Verdict, the Subſtance of which was as follows, *viz.* One *Toplady* a Vintner, on the 28th of *April* became a Bankrupt, againſt whom a Judgment was formerly obtained; the Judgment Creditor ſued out a *fieri facias*, and the Sheriffs of *London* by Virtue thereof, on the 29th of *April* ſeized the Goods of the ſaid *Toplady*; and after the Seizure, but before any *Venditioni exponas* came, an Extent, which is a prerogative Writ, iſſued out of the *Exchequer*, againſt two Perſons who were indebted to the King, and by Inquiſition, this *Toplady* was found to be in Debt to them, whereupon Part of the Goods mentioned in the Plaintiff's Declaration, were ſeized by the Sheriff, and ſold, and the Money paid, &c. but before the ſaid Sale, or any Execution of the *Exchequer* Proceſs, a Commiſſion of Bankruptcy was had againſt *Toplady*, and the Commiſſioners aſſigned the Goods to the Plaintiff.

The Queſtion here was, whether this Extent did not come too late? Or, whether the *fieri facias* was well executed, ſo that the Aſſignees of the Bankrupt's Eſtate could not have a Title to thoſe Goods, which were taken before in Execution, and ſo in Cuſtody of the Law? The Court adjudged, That the Extent, though a prerogative Writ, and likewiſe the Aſſignment by the Commiſſioners of Bankrupt, came too late, becauſe the Execution being well executed, the Goods were made liable to the Judgment Creditor.

Lechmere a. *Thorowood* and *al.* 3 *Mod.* 236.

A Perſon that is a Bankrupt, becomes *Felo de ſe*; it has

has been a Queſtion, whether the Commiſſioners may aſſign the Goods to be ſold for the Creditors, or if the King ſhall have them? And it was reſolved for the Creditors: For though it is adjudged in the Lady *Hale*'s Caſe, in *Plowden*, that when two Titles come together, *viz.* the King's and that of a Subject, the King's Title ſhall be preferred; yet the King by the Acts of Parliament has given away his Title to the Creditors: And nevertheleſs this may admit of a Diſpute, the Judges never conſtruing a Statute to give away the King's Right, but wherein he is mentioned. In a Queſtion whether the Creditors by a Commiſſion ſhall have the Goods of a Perſon outlawed? It is conceived the King ſhall have them by Outlawry, *&c.* where he has a Title at common Law.

See *W. Jones* Rep. 203. and Sir *Simon Nevil*'s Caſe. *Hil.* 3. *Car.* I.

In the *Chancery*, it has been decreed, that Money overpaid on an uſurious Contract, as where a Sum is lent to a Perſon in neceſſitous Circumſtances, at ſix or eight *per Cent.* who afterwards becomes a Bankrupt, ſhall be accounted for and refunded, notwithſtanding the Agreement of the oppreſſed Party to allow ſuch Payment, and the Securities therefore to be delivered up. But in the Caſe of Money loſt at Gaming and paid, this Court will refuſe Relief, where it cannot be recovered at Law; for there the Plaintiff in Equity is *particeps Criminis.*

Boſanquet a. *Daſhwood.* *Talbot*'s Caſe. 38. 41.

Of uncertain and contingent Eſtates, and which do or do not center in the Bankrupt.

THESE are ſeveral, which I ſhall mention in Order, beginning with the Bankrupt's Wife; and, firſt, concerning her *Dower.*

Dower is a Portion which a Widow hath of the Lands or Houſes of her Huſband after his deceaſe; and by the common Law it is a third Part of the Lands which the Huſband died ſeiſed of, either in *Fee Simple* or *Fee Tail*, which ſhe is to enjoy during Life.

By the Cuſtom of *Kent* called *Gavelkind*, the Widow is intitled to the half Part of the Huſband's Eſtate, either in *Fee Simple* or *Fee Tail*, *quamdiu remanet Sola & Caſta*, ſo long as ſhe remains ſingle and continent; but if ſhe marries, or is guilty of Incontinency, then ſhe forfeits ſuch Eſtate.

Lord *Coke* ſays, that all Kinds of Dower were inſtituted for the Wife's Subſiſtance during her Life; which Right of Dower is not only a *legal* but a *moral* Right, as it was held by Sir *John Trevor*, Maſter of the Rolls, in the Caſe of Lady and Lord *Dudley*.

1 Inſt. 33, b. 2 *Peer Will.* 634.

Sir *Joſ Jekyl*'s Argument and Reſolution.

Secondly, the Relation of Huſband and Wife, as it is the neareſt, ſo it is the earlieſt; and therefore *the Wife is the proper Object of the Care and Kindneſs of her Huſband. The Huſband is bound, by the Law of God and Man, to provide for her during his Life; and after his Death the moral Obligation is not at an End, but he ought to take care of her Proviſion during her own Life.* This is the more reaſonable, as, during the Coverture, the Wife can acquire no Property of her own. If before the Marriage ſhe had a real Eſtate, this by the Coverture ceaſes to be hers, and the Right thereto, whilſt ſhe is married, veſts in the Huſband; her perſonal Eſtate becomes his abſolutely, or at leaſt is ſubject to his Controul; ſo that unleſs ſhe has a real Eſtate of her own, which is the Caſe but of few, ſhe may, by his Death, be deſtitute of the Neceſſaries of Life, unleſs provided for out of his Eſtate by a Jointure or Dower. As to the Huſband's perſonal Eſtate, unleſs reſtrained by ſpecial Cuſtom, which very rarely takes place, he may give it all away from her; *ſo that his real Eſtate, if he had any, is the only Plank ſhe can lay hold of to prevent her ſinking under her Diſtreſs.* Thus is the Wife ſaid to have a moral Right to her Dower.

The Huſband on the contrary, has no Right to a Tenancy by the Courteſy, but from poſitive Inſtitutions or Proviſion of the Laws: His Right does not ariſe from the Relation of Huſband and Wife, for then every Huſband would have it, which is not ſo; nor doth he want it, if it be not his own Fault, or at leaſt his Misfortune. During the Coverture, he is Maſter, not only of his own, but of his Wife's Eſtate; and by his Induſtry and provident Care, may acquire Property ſufficient, without any Part of her Eſtate, to maintain himſelf after her Death: So that the Huſband's Tenancy by the Courteſy hath no moral Foundation, and is therefore properly ſtiled Tenancy by the Courteſy of *England*, that is, an Eſtate by Favour of the Law of *England*.

Dower alſo is a legal Right, created by Law, which ſettles the Quality of the Eſtate out of which the Wife's *Dower* ariſes, and likewiſe aſcertains the *Quantum* thereof. The common Law ſays, the third Part is *rationabilis dos*; and a ſpecial Cuſtom, which is *lex loci*, enlarges or abridges the common Law of Dower, and gives the Whole, Half, or leſs than a Third. 1 Inſt. 33, b.

The common Law likewiſe aſcertains Dower, with reſpect to the Nature and Quality of the Huſband's Eſtate.

It

It ſays, the Wife's Dower muſt come out of ſuch an Eſtate as would deſcend to the Iſſue of the Huſband by that Wife; and gives Dower of the Huſband's *Seiſin*, though not actual, or reduced into Poſſeſſion; it annexes Privileges to Dower as not to be liable to Diſtreſs for the Huſband's Debts to the King, much leſs for any due to the Subject; with ſeveral other Privileges. Again, the Law fixes the Age when a Woman is dowable; and, by the Way, fixes it at ſuch a Time, as, by the Courſe of Nature (at leaſt in this Part of the World) it ſeems impoſſible ſhe ſhould have Iſſue, or be pregnant, *viz.* at nine Years old. But is not ſo favourable to a Tenancy by the Courteſy, which it allows only in the Caſe of a *Seiſin* in Deed; it annexed no Privileges thereto. And though the Huſband may be Tenant by the Courteſy of a common Sans Number, of which the Wife is not dowable, yet that is becauſe of its Indiviſibility; in which Caſe, if Dower was allowed, it would be injurious to other Perſons, and the Lands be doubly charged. Thus the Law, where it can juſtly do it, prefers the Title of Dower to that of Courteſy.

Dower is alſo an equitable Right, and ſuch a one as is a Foundation for Relief in a Court of Equity. It ariſes from a Contract made upon a valuable Conſideration, Marriage being in its Nature a civil, and in its Celebration a ſacred Contract; and the Obligation is a Conſideration moving from each of the contracting Parties to the other; from this Obligation ariſes an Equity to the Wife in ſeveral Caſes, without any previous Agreement, as to make good a defective Execution of a Power, a defective Conveyance, or ſupply the Defect of a Surrender of a Copyhold Eſtate; in all which the Court relieves the Wife, and makes a Proviſion for her, where it is not unreaſonable, or injurious with reſpect to others. Indeed in the Caſe of the Huſband, Marriage, as it is a legal Conſideration, ſo it is an equitable one; but then it is not carried ſo far in his Favour as in hers, and in the Caſes beforementioned, the Court would not ſupply a defective Title for the Huſband, at leaſt it has not been done.

This was a Bill brought by a Widow, to be endowed of an Equity of Redemption, though the Mortgage was made in Fee before the Marriage, upon her paying a Third of the Mortgage Money, or keeping down a Third of the Intereſt. And his Honour the *Maſter of the Rolls*, after citing ſeveral Authorities, *declared*, that the Plaintiff, being the Widow of the Perſon entitled to the Equity of Redemption, of this Mortgage in Queſtion (which was a Mortgage in Fee) hath a Right of Redemption; and accordingly decreed her the Arrears of her Dower from the Death of her Huſband, ſhe allowing the Intereſt of the Third of the Mortgage Money, unſatisfied at that Time, and her Dower to be ſet out if the Parties differed.

A Woman is not entitled to Dower where the Huſband purchaſes an Eſtate with a Truſtee; but if the Truſtee die in the Life-Time of the Huſband, the Joint-tenancy between the Huſband and the Truſtee will ſurvive to the Huſband, and then the Wife will be entitled to Dower.

Caſes in Chancery Lord *Talbot* 138. Attern. Gen. a. *Scott*, *Mich.* 9 *Geo.* II.

The Defendant for 4400 *l.* purchaſed of the Lord *Bodmyn* the Reverſion after the Death of the Lord *Warwick*, of Lands of near 1000 *l.* *per Ann.* and for Protection of the Eſtate, and to prevent the Plaintiff's Dower, the Defendant upon his Purchaſe took an Aſſignment of a Term for Years, which was veſted in Truſtees to ſecure the Payment of certain Annuities, and afterwards in Truſt to attend the Inheritance, and likewiſe took an Aſſignment of an ancient Statute that had been kept on Foot for the Protection of the Eſtate.

1 *Vern* 356. Lady *Bodmyn* a *Vandebendy.*

The Plaintiff had recovered Dower at Law, but was prevented from taking out Execution by Reaſon of the Term and Statute.

To be relieved againſt which, and to be let into the Poſſeſſion of her Thirds, was the End of the Plaintiff's Bill.

The Defendant inſiſted he was a Purchaſer, and that he ought to have the Benefit of this Term for the Protection of his Purchaſe.

Caſes in Parl. 69.

But the Plaintiff's Bill was diſmiſſed, and upon an Appeal to the Houſe of Lords, the Decree of Diſmiſſion was affirmed.

The Wife of a Bankrupt, of a Perſon *non compos mentis*, or of an outlawed or excommunicated Perſon, or of a Perſon committing Felony, is not barred of her Dower.

And in Caſe of the Bill for taking away the Eſtates of the *South Sea* Directors in the Year 1720, all the Wives of the Huſbands were entitled to their Dower, and received Satisfaction for the ſame.

But the Wife of a Perſon guilty of High-Treaſon, or of an alien *Jew*, is not dowable; and if the Wife herſelf commits High Treaſon, or Felony, or if ſhe elope from her Huſband, and lives with the Adulterer willingly, without being reconciled to her Huſband, ſhe ſhall loſe and forfeit her Dower; but if the Huſband be reconciled and ſhe live with him again, ſhe ſhall be endowed.

If

If a Wife levies a Fine with her Huſband, and they join in the Sale of an Eſtate to a Purchaſer, ſhe is barred of her Dower.

By the Statute of 27 *Hen.* VIII. Cap. 10. Sect. 6. it is enacted, that where Perſons have purchaſed, or have Eſtate made of Lands and Hereditaments, *&c.* to them and their Wives, and to the Heirs of the Huſband, or to the Huſband and to the Wife, and to the Heirs of their two Bodies begotten, or to the Huſband and to the Wife for Term of their Lives, or for Term of Life of the Wife, for Jointure of the Wife; every Woman having ſuch Jointure ſhall not claim any Dower of the Reſidue of the Lands that were her Huſband's.

S. 7. And then it provides, that if any ſuch Woman ſhould be lawfully evicted from her Jointure, or any Part thereof, ſuch Woman ſhall be endowed of as much of the Reſidue of her Huſband's Tenements, as the Lands ſo evicted ſhall amount unto.

S. 9. Provided alſo, that if any Wife ſhall have Lands, aſſured after Marriage in Jointure, except the Aſſurance be made by Act of Parliament, ſhe may at her Liberty after the Death of her Huſband, refuſe the Lands, to her aſſured in Jointure, and demand her Dower according to the common Law.

Wife's Title to her Free-Bench.

FREE-Bench, is that Eſtate in Copyhold Lands which the Wife hath on the Death of her Huſband for her Dower, according to the Cuſtom of the Manor; and in ſeveral Manors there are various Cuſtoms with reſpect to ſuch Eſtate; and in ſome Places the Wife hath the Whole of the Lands, in others the Half, and in others the Third: and I ſhall cite the following Caſe.

Parker v. Edith Bleeke. *Hil.* 15. *Car.* 13 *Car. Roll.* 1002. 3 *Cro.* 568.

This was an Action of Treſpaſs, and upon a ſpecial Verdict it was found, that the Land was Copyhold of Inheritance of the Manor of *Cheltenham* in *Glouceſterſhire*, whereof *Arthur Bleeke*, late Huſband of the Defendant, was ſeiſed in Fee.

And in this Manor there was a Cuſtom, that if a Copyholder, ſeiſed in Fee of a Copyhold Tenement, died, leaving a Wife at the Time of his Death ſurviving him, that ſhe ſhould hold the ſaid Copyhold Land during her Life, and for twelve Years after.

And by Virtue of the Stat. 13 *Eliz.* he was found Bankrupt; and by Indenture dated the 5th of *April* 10 *Car.* and inrolled within the ſix Months, they ſold the Copyhold Lands to the Plaintiff *Alexander Parker* and to *William Sotherne* and their Heirs, for 600 *l.* paid for the Uſe of the Bankrupt's Creditors.

And the Jury by Virtue of a private Act of Parliament made 1 *Car.* found, that by the Cuſtom of that Manor, the Wife of the Copyholder ſhould have Dower, and may have a Joynture aſſigned for her Life; and that a Copyholder of Inheritance may grant for his Life and twelve Years after.

And that all Women then living, and late the Wives of any of the Copyholders of the ſaid Manor, dying Tenants, ſhould and may enjoy the cuſtomary Lands of their now or late Huſbands, and be Tenants for their Lives and twelve Years after, as if that Act had never been made.

And that all the Cuſtoms and Uſages heretofore uſed and allowed within the ſaid Manor concerning the enjoying any cuſtomary Lands, *&c.* by any Widow of any cuſtomary Tenant, or any after-taken Huſband of ſuch Widow or the Heir or Heirs of ſuch Wife, hereafter taking Huſband, or concerning the Deſcending of any ſuch Lands to any other Perſon or in any other Form than is before expreſſed, ſhall be void; and that all other lawful Uſages and Cuſtoms, heretofore uſed within the ſaid Manor, which were not repugnant and contrary to the true Meaning of that Act, ſhould be and remain good and effectual to be ratified by that Act.

And the Jury found, that at a Court Baron of the ſaid Manor, held the 1ſt of *April* 12 *Car.* it was found by the Homage, that *Edith* ſurvived her Huſband, and ought to enjoy the ſaid Tenements for her Life, and for twelve Years after; and that upon a Preſentment the 1ſt of *April*, 12 *Car.* and before the Admiſſion of *Alexander Parker* and *William Sotherne*, the ſaid *Edith* was admitted Tenant of the Tenements aforeſaid, according to the Cuſtom of the Manor, and by Virtue of ſuch Admiſſion ſhe entered.

And this was very well argued at the Bar by *Glyn* for the Plaintiff, and *Moreton* for the Defendant, where two Points were inſiſted on.

1ſt, Whether by the Bargain and Sale made by the Commiſſioners, by Virtue of the Statute of Bankrupts, the Eſtate of the Copyholder was veſted in the Bargainee before Admittance; for then the ſaid *Arthur Bleeke*, did not die Tenant, and ſo it is not within the Cuſtom, that his Wife ſhould have Widow's Eſtate.

2dly, Admitting he died Tenant, and the Widow had ſuch an Eſtate veſted in her, whether the Vendees (by the Bargain and Sale to them before made) ſhall not afterwards diveſt the Eſtate of the Feme by Relation, and then the Plaintiff hath a good Title:

And

And it was argued that the Bargain and Sale binds the Copyholder, and bars his Eſtate; and that he is no Copyholder after the Bargain and Sale enrolled; and the Bargainee by the Statute is only barred to take the Profits until Admittance, which is for the Lord's Benefit, in Reſpect to the Fine due to him thereupon. 2dly, it was held when the Bargainee was admitted by the Lord, it ſhall veſt in the Bargainee, and ſhall have Relation to the Bagain and Sale, and ſhall diveſt the Eſtate which the *Feme* claimed by the Cuſtom, as in the Caſe of 7 *Edw.* VI. *Brook* Title *Inrolments.* Where one joint Tenant bargains and ſells, and before the Inrolment the other dies, and afterwards the Deed is enrolled within the Six Months, yet the Moiety only paſſed. And it is like the Caſe where one bargains and ſells by Indenture, and takes a Wife and dies, and afterwards the Deed is inrolled within Six Months, the *Feme* ſhall not have her Dower; and ſo the Caſe 22 *Eliz.* where a Mortgagee dies, his Heir being in Ward to the King, the Condition is afterwards performed, the Wardſhip ſhall be diveſted. *Jones* and *Bramſton* doubted of the Point, until they ſaw the Record finds the Act to be particularly, that ſhe ought to be the Wife of a Tenant, and it is not intended, that, after the Sale of the Copyhold he ſhould die Tenant, and he did not die Tenant, becauſe the Bargain and Sale took his Eſtate from him, and ouſted him of the Copyhold. Wherefore they agreed Judgment ſhould be entered for the Plaintiff.

Having exhibited theſe Caſes concerning the Wife's Dower and free Bench, I ſhall now mention ſome concerning *ſeparate Settlements* before Marriage, and Proviſions of Parents after.

Separate Settlements.

ARE frequently made before Marriage; and the fitteſt and ſecureſt Manner of making them is as follows.

The intended Wife names Truſtees of her own, and that Part of her Fortune or Eſtate, which ſhe thinks fit to ſettle for ſuch ſeparate Uſe, is with the Privity and Conſent of the intended Huſband, and who ought always to be made a Party to the Deed, conveyed or aſſigned to ſuch Truſtees for her ſole and ſeparate Uſe and Benefit, and to and for ſuch Uſes, Intents and Purpoſes, as the ſaid intended Wife *by* Deed or Deeds in Writing, or by her laſt Will ſhall direct or appoint: and there is a particular Agreement that ſuch ſeparate Eſtate ſhall not be ſubject in any Reſpect to the Debts, Controul, or Engagements of the Huſband; but that the Truſtees are to pay and apply ſuch ſeparate Eſtate, or the Rents or Intereſt thereof, into her own proper Hands, or to permit her, or her Aſſigns, to receive the ſame for her own ſeparate Uſe (excluſive of her Huſband) as ſhe ſhall appoint.

And in this Caſe the intended Huſband uſually covenants with the Truſtees, that they ſhall quietly enjoy ſuch ſeparate Eſtate or Money; and he conſents to the Settlement; and he agrees that any Deed or Will that ſhe may make, according to that Deed, ſhall have its full Effect; and that he will not obſtruct the Execution of the ſame.

Theſe ſeparate Proviſions are alſo frequently made by Deed or Will, by Parents to their Daughters that are married, as a Proviſion for their Support and Maintenance, in caſe any Misfortunes or Loſſes may happen to their Huſbands; and if they are ſecured in this Manner, they are effectual againſt any of the Huſband's Creditors, or any Incumbrance or Act of Bankruptcy.

And the Reaſon why Settlements ſhould be made in this Manner will appear from the following Caſes.

A Widow makes a Deed of Settlement of her Eſtate, and marries a ſecond Huſband, who was not privy to ſuch Settlement; and it appearing to the Court, that it was in Confidence of her having ſuch an Eſtate that the Huſband married her, the Court ſet aſide the Deed as fraudulent. (2 Chan. Rep. 18. *Howard* and *Hooker.*)

So where the intended Wife the Day before her Marriage entered into a Recognizance to her Brother, it was decreed to be delivered up. (2 Chan Rep. 79.)

So where a Conveyance was made to the Wife before her Marriage to Truſtees in Truſt, that they ſhould permit her to receive the Rents and Profits of the Eſtate, and act in every thing as ſhe, whether Sole or Covert, ſhould appoint; the Lady being crazed in her Underſtanding, endeavoured to run away from her Huſband, and ſtirred up her Creditors to ſue him; and the Conveyance appearing to be without the Huſband's Privity, my Lord Chancellor held it to be in Derogation of the Rights of Marriage; and decreed the Poſſeſſion of the Eſtate to the Huſband, and a Conveyance from the Truſtees to the Six Clerks, that it might be ſubject to the Order of the Court. (*Vern.* 217. *Carleton* and the Earl of *Dorſet.* *Hil.* 1688.)

A Woman

2 Vern. 17. *Edmonds* and *Dennington.*

A Woman on Agreement before Marriage with her Huſband, being to have a Power to act as a Feme Sole; and the Huſband dying, and ſhe marrying again, the ſecond Huſband not being privy to the Settlement on the firſt Marriage, it was decreed, that the Second Huſband ſhould not be bound by the Settlement made on the former Marriage. A Caſe cited to be decreed.

1 Vern. 408. *Hunt* and *Matthews. Mich.* 1689.

But when a Widow, before her Marriage with a ſecond Huſband, aſſigned over the greateſt Part of her Eſtate to Truſtees, in Truſt for Children by her former Huſband; and though it was inſiſted, that this was without the Privity of her Huſband, and done with a Deſign to cheat him, yet the Court thought that a Widow may thus provide for her Children, before ſhe put herſelf under the Power of an Huſband; and it being proved that 800 *l.* was thus ſettled, and that the Huſband had ſuppreſſed the Deed, he was decreed to pay the whole Money, without directing any Account.

Toulſon a. *Grout 2 Vern.* Rep. 432. *Hil.* Term. 1701. in *Cur. Can.*

William Daviſon having deviſed a Legacy of 600 *l.* to his Son, payable at twenty-one, for which he had obtained a Decree, and 637 *l.* reported due. Before he received the Money he became a Bankrupt, and the Commiſſioners aſſigned the Legacy and Benefit of the Decree.

The Bill was brought by the Aſſignees to have the Benefit of the Decree, to which the Defendants, the Executors, demurred, inſiſting that a Legacy was not within the Compaſs or Proviſion of any of the Acts made againſt Bankrupts, to be aſſigned to the Creditors.

But the Demurrer was overruled; and ſaid, that the Act of Parliament ought to be taken in the moſt beneficial Senſe for the Advantage of the Creditors.

Wills in Favour of a Bankrupt's Wife, &c.

Bennet a *Davis. 2 Peer Wil:* 316. *Mich.* 1725, at the *Rolls.*

I. S. Married his Daughter to one *Bennett*, a Tradeſman in *London*, who was extravagant and in Debt; the Father makes his Will, and deviſes the Premiſes in Queſtion (being Lands in Fee) to his Daughter, the Wife of *Bennett*, for her ſeparate Uſe, excluſive of her Huſband, to hold to her and her Heirs; and that her Huſband ſhould not be Tenant by the Courteſy, nor have theſe Lands for his Life in caſe he ſurvived his Wife, but they ſhould, upon the Wife's Death, go to her Heirs.

Soon after this the Teſtator dies, and *Bennett* becoming a Bankrupt, the Commiſſioners aſſign the Lands to the Defendant *Davis*, in Truſt for the Creditors; and upon *Davis*'s bringing his Ejectment, the Bankrupt's Wife, by her next Friend, prefers her Bill againſt *Davis* the Aſſignee and her Huſband, to compel them to aſſign over this Eſtate to her ſeparate Uſe.

It was objected on Behalf of the Defendant, that he being a Creditor, and having the Law on his Side, it would be hard to take that Benefit from him; and that though the Teſtator might intend theſe Lands for the ſeparate Uſe of his Daughter, yet that this Intention was not executed according to Law, as the Premiſes were not deviſed to Truſtees for the ſeparate Uſe of the Wife, and according to Law the Huſband, during the Coverture was entitled to the Wife's Eſtate in her Right; and it was farther urged, that the Caſe of a Deviſe of a Legacy or of a Term to the Wife for her ſeparate Uſe might be good, becauſe theſe remained in the Executor until Aſſent, and Equity would not compel the Executor to aſſent, whereby the Intention of the Teſtator ſhould be diſappointed, but would continue the Executor a Truſtee for the Feme Covert. Whereas in the preſent Caſe, the Deviſe being of Lands in Fee to the Wife, who by the Will only had an immediate Title thereto, the Huſband muſt conſequently be entitled to the Profits in her Right.

That here was no Truſt, the Teſtator never having intended to truſt the Huſband, and the Wife could not be a Truſtee for herſelf; beſides, the Huſband could not be a Truſtee for the Wife, they both being but one Perſon.

On the other Hand, the Plaintiff's Counſel would have read *parol Evidence*, to prove that the Teſtator did not intend theſe Lands ſhould be liable to the Huſband's Debts; but the Court would not permit ſuch Evidence to be read; it being in the Caſe of a Deviſe of Land, which by the Statute muſt be all of it in Writing.

As to the chief Point, the Maſter of the *Rolls* took it to be a clear Caſe, that it was a Truſt in the Huſband, and that there was no Difference where the Truſt was created by an Act of the Party, and where by the Act of Law.

If I ſhould deviſe that my Lands ſhould be charged with Debts or Legacies, my Heirs taking ſuch Lands

by Deſcent, would be but a Truſtee; and no Remedy for theſe Debts and Legacies but in Equity: So in the principal Caſe, there being an apparent Intention that the Wife ſhould enjoy theſe Lands to her ſeparate Uſe: By that Means the Huſband, who would otherwiſe be entitled to take the Profits in his Right during the Coverture, is now declared and made a Truſtee for his Wife; and admitting the Huſband to be a Truſtee, then the Argument of the Creditors having the Law on their Side, was immaterial; as, if the Bankrupt had been a Truſtee for *I. S.* his Bankruptcy ſhould not in Equity effect the Truſt Eſtate; and that though the Huſband (the Bankrupt) might be Tenant by the Courteſy, yet he ſhould be but a Truſtee for the Heirs of the Wife. Alſo when the Teſtator had a Power to deviſe the Premiſes to Truſtees, for the ſeparate Uſe of the Wife, this Court, in Compliance with his declared Intention, will ſupply the Want of them, and make the Huſband Truſtee. And the Defendant, the Aſſignee, who claiming under the Huſband can have no better Right than the Huſband, muſt join in a Conveyance, for the ſeparate Uſe of the Wife, which was *decreed accordingly*.

2 Vern. 96. *Eaſt.* Term. 1689.

The Defendant's Teſtator by his Will deviſed 800*l.* to be paid within ſix Months after his Death to one Mr. *Define*, in Truſt, that he ſhould lay it out and inveſt it in a Purchaſe for the Benefit of the Wife of *I. S.* and to ſettle it ſo, as after the Death of the Wife it might come to her Children, and the Intereſt in the mean Time to be paid to ſuch Perſon as ought to receive the Profits. *I. S.* becomes a Bankrupt, and the Plaintiff, as Aſſignee under the Statute, would have the Intereſt of this Money decreed to him, during the joint Lives of Baron and Feme.

Vandenanker a. *Desbrough.*

Per Curiam: This not being any *Truſt created by the Huſband, nor any thing out of his Eſtate*, but given by a Relation of the Wife's, and intended for her Maintenance, it is not liable to the Creditors of the Huſband, and the Plaintiff hath no Title thereto as Aſſignee of the Commiſſion of Bankrupt; and therefore *decreed* it ſhould be paid to *Define* the Truſtee, to be laid out in Land, and ſettled according to the Will.

The Caſe of *Drake* and the *Mayor of Exeter* was cited, where there was a Leaſe for twenty-one Years, with a Covenant for Renewal at the End of the Term; the Leſſee became a Bankrupt; adjudged, the Aſſignee under the Statute ſhould have no Benefit of that Covenant.

Jacobſon & al a. *Williams.*

Walter Wallinger by his Will left to his Niece *Elizabeth Tayleur*, an Infant, 1000*l.* payable after the Death of the Teſtator's Wife, and at his ſaid Niece's Age of twenty-one Years, if ſhe ſhould ſo long live.

1 *Peer Will.* 383. Caſe 100. *Mich.* Term 1717. L. C. *Cowper*, Abr. Caſes in Eq. 54.

The Niece married *I. S.* without the Knowledge or Conſent of her Father, *I. S.* being at that Time much in Debt, by Judgment and otherwiſe; and gained the young Gentlewoman's Conſent by the Influence of a Maid Servant, whom he had bribed to his Intereſt. The Niece was about eighteen Years of Age.

Soon after the Marriage *I. S.* became a Bankrupt, and the Commiſſioners of Bankruptcy aſſigned over all the Eſtate and Effects of the Bankrupt to the Plaintiffs, in Truſt for the Creditors, who brought their Bill for this Legacy; the Teſtator's Widow being dead, and the Niece being about Twenty-one Years old, and conſequently the Legacy due; and the Bankrupt had two Children by his Wife then living.

This Cauſe coming on before Baron *Price* in the Abſence of the Lord Chancellor, the Baron, in regard to the Creditors, did decree the Legacy and Intereſt to be paid to the Plaintiffs.

But upon an Appeal from that Decree to the Lord Chancellor, his Lordſhip declared, that foraſmuch as the Plaintiffs, the Aſſignees in the Commiſſion, claimed under the Bankrupt, they ought not to be in a better Caſe than the Bankrupt himſelf; and ſince, if he had brought a Bill for his Legacy, the Court would not have allowed it him, without obliging him at the ſame Time to make ſome Proviſion for the Wife and Children; ſo, for the ſame Reaſon, when theſe claiming under the Bankrupt, and who muſt be exactly in the ſame Caſe as he himſelf would have been in, come for Equity, they ought to do Equity, which would be to provide for the Wife and Children of the Bankrupt, from whom they derived their Claim. But with regard to the Intereſt of the Money, as the Bankrupt commonly was allowed to receive that, ſo the Aſſignees ought to receive the ſame during the Bankrupt's Life; alſo if the Bankrupt's Wife ſhould die without Iſſue, then the Bankrupt would have been allowed to receive the whole Money, and therefore in ſuch Caſe the Aſſignees ſhould be allowed to receive it alſo.

However, his Lordſhip ſaid, that as a Judge had been of a contrary Opinion, he would take Time to conſider of it.

And on the Cauſe's coming on again the Caſe of *Taylor* and *Wheeler* was cited; and it was moreover obſerved to the Court, that the Bankrupt had in this Caſe gained his Certificate, and was diſcharged, and that the Aſſignment made to the Complainants before the Legacy was veſted, if they could not now ſupply the Aſſignment, by making a new one, the Conſequence was that the Legacy was veſted in the Bankrupt.

But the Lord Chancellor replied, that this not appearing in the Pleadings, he would take no Notice of it; nevertheleſs at another Day the Fact being made to appear by a Petition, with the Certificate of the Commiſſioners, and the Allowance of the Lord Chancellor *Harcourt* annexed, the Court ſaid it was clear, the Commiſſioners could not aſſign this Poſſibility of Right which the Bankrupt had to the Portion, and conſequently the Aſſignees being Plaintiffs in the Bills, and entitling themſelves under this Aſſignment, and this Aſſignment being void, with reſpect to ſuch Poſſibility *, therefore the Bill muſt be diſmiſſed, but without Coſts, becauſe the Plaintiffs were Creditors.

* *But the Reaſon given above*, viz. *becauſe the Bankrupt, the Huſband could not have come at his Wife's Portion without the Aſſiſtance of a Court of Equity, which would not have decreed it to him, but on his making ſome Proviſion for his Wife, ſeems to have been the beſt Foundation for this Decree; ſince a Poſſibility or contingent Intereſt is certainly aſſignable by the Commiſſioners. Thus in the Caſe of* Higden ver. Williamſon, *firſt heard at the* Rolls, Mich. 1731, *and afterwards affirmed by Lord Chancellor* King, *in* Mich. 1732. *The Caſe in Effect was, an Eſtate was deviſed to be ſold, and the Monies ariſing from ſuch Sale to be divided among ſuch of the Children of* A. *as ſhould be living at his Death:* A. *had ſeveral Children, one of whom,* viz., B. *became a Bankrupt, and the Commiſſioners aſſigned over his Eſtate, after which* B. *got his Certificate allowed; and then* A. *died: Declared that this Share of this Money, which on* A's *Death belonged to* B. *ſhould be paid to the Commiſſioners; for that not only the latter Statutes relating to Bankruptcy mentioned the Word* Poſſibility, *but alſo becauſe the* 13 Eliz. *Cap.* 7. *Sect.* 2. *empowers the Commiſſioners to aſſign all that the Bankrupt might depart with; and here* B. *in the Life-time of* A. *might have releaſed this contingent Intereſt. Beſides, the* 21 Jac. I. *Cap.* 19. *enacts, that the Statutes relating to Bankrupts ſhall be conſtrued in the moſt beneficial Manner for Creditors.*

Afterwards in *Trinity* Term 1718, the Wife of *I. S.* by her next Friend, having brought a Bill, ſetting forth her having been ſeduced into this Marriage, and the Huſband's Bankruptcy, together with the Certificate for his Diſcharge, prayed that the Money might be put out for her ſeparate Uſe for her Life, and afterwards for her Children; to which the Huſband putting in his Anſwer, and declaring himſelf ſenſible of his having injured his Wife, in Manner as above, ſubmitted to what was deſired by the Bill, only he prayed the Arrears of Intereſt.

On the other Hand the Aſſignees oppoſed the Bill, inſiſting, that the Commiſſioners might ſtill make a new Aſſignment of this, which was now and not before veſted.

But by Lord Chancellor *Parker*, the Commiſſioners have executed their Power, and the Debts which the Huſband, the Bankrupt, owed to the Creditors before the Bankruptcy, are now extinct by Act of Parliament; and this Portion is as a new acquired Eſtate by the Huſband in right of his Wife, wherefore ſince the Huſband agreed to this Prayer of the Wife's Bill (which is but a reaſonable Reparation for the Wrong he has done her) *decree* the Huſband the Arrears of Intereſt, deducting the Coſts, and let the Legacy be laid out in a Purchaſe; and in the mean Time let the Wife have the Intereſt for her ſeparate Uſe, *&c.* by which Means the whole Legacy was ſaved to the Wife, and to her ſeparate Uſe.

Of Marriage Bonds, and Articles before Marriage.

MARRIAGE BONDS are frequently given before the Eſpouſals, by Perſons who are engaged in Trade or Buſineſs, and where it would be inconvenient to lay out the Portion in Land, becauſe the Woman's Fortune is ſuppoſed to be added to the Huſband's, and to be inveſted in the Stock in Trade, in order to be there managed by the Huſband, for the mutual Support of themſelves and their Children.

And theſe Bonds muſt be given to two Truſtees, to be named and appointed by the intended Wife, or one of them by her, and the other by the Man, and according to the Portion or Fortune, which the Woman brings her Huſband, the Huſband binds his Heirs, Executors, and Adminiſtrators, within a certain Time after his Deceaſe, to pay to the Truſtees, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, the Sum agreed upon between them in Truſt, and for the ſole Uſe and Benefit of the Wife, in caſe ſhe ſhall ſurvive him; or Part for the Wife, and Part for the Children, as the Parties ſhall agree between themſelves; and in caſe the Wife ſhall not ſurvive the Huſband, and there

 ſhall

ſhall be no Children, then the Bond is uſually declared to be void.

The Reaſon of giving this Bond to Truſtees, is in order to ſupport the Demand againſt the Eſtate of the Huſband; and it is effectual againſt his real, as well as perſonal Eſtate, but it muſt not be made to the intended Wife in her Name, before Marriage, becauſe upon the Marriage, the Huſband and Wife are become one Perſon in Law, and whatever Securities might be given to her before Marriage, unleſs they were ſupported by Truſtees, would on ſuch Marriage, revert back again, and be merged in the Huſband's Fortune, and be unſafe for the Wife.

A Marriage Bond is of no greater Effect and Force than any other Bond Debt; but as the Wife is frequently Executrix to her Huſband, and the Law uſually throws the Right of Adminiſtration upon her, whenever ſhe is either Executrix or Adminiſtratrix, ſhe as well as any other Executor or Adminiſtrator has a Right to pay her Bond Debt firſt, and preferable to all other Bond Debts, or Debts of an equal or inferior Degree.

But if the Huſband becomes Bankrupt in her Life-time, this has been adjudged to be ſuch a Contingent or uncertain Debt, that her Truſtees cannot come in as Creditors to prove ſuch Debt under ſuch Commiſſion, which the following Caſes will illuſtrate.

A Huſband who was a Trader (in Conſideration of a Marriage, and of a Portion) gave a Bond to his Wife's Truſtees, to leave the Wife (if ſhe ſurvived him) 1000*l.* the Obligor became a Bankrupt; and it was objected, that in Lord *Cowper*'s Time it had been ordered, in caſe of Bond given on ſo valuable a Conſideration, that the Money computed upon the Diſtribution to be the Share of the Obligee in this Bond, ſhould be put out at Intereſt, and the Creditors have ſuch Intereſt during the Life of the Huſband, the Bankrupt; and if the Huſband ſhould die, leaving the Wife, the Money to be paid to the Wife; but if the Wife ſhould die in the Life-time of her Huſband, then the Money to be paid to the Creditors.

2 *Vern.* 662. *Holland* a. *Calliford.*

On the other Hand, Lord *Macclesfield* was ſaid to have doubted of this, wherefore this Caſe coming now in Queſtion before the preſent Lord Chancellor *King*, his Lordſhip ordered the Precedents made in Lord *Cowper*'s Time to be left with him.

Ex Parte *Bayly* in *Hil.* Vac. 1720. 2 *Peer Will.* 497. *Mich.* T. 1728. L. C. *King.*

And his Lordſhip was of another Opinion, conceiving, that no Part of the Bankrupt's Eſtate ſhould wait, or be deferred from being diſtributed; the Act ordering that the Bankrupt's Eſtate ſhould be diſtributed within Months; eſpecially that the Diſtribution ſhould not wait, as in the preſent Caſe, for a Debt which was neither *debitum in præſente*, and never might be *debitum in futuro*, in regard the Wife might die in the Life-time of her Huſband; beſides, the Huſband, after his Certificate allowed, might go to his Trade again, and become a ſolvent Perſon able to pay off his Bond: The Court reſolved, that the contingent Creditor ſhould not come in for a Diſtribution, neither ſhould the Money be reſerved in Favour of ſuch Contingency.

But his Lordſhip declared, that though the Debt was contingent when the Obligor became a Bankrupt, yet if the Contingency happen before the Diſtribution made, then ſuch contingent Creditor ſhould come in for his Debt; ſo if ſuch Contingency happened before the ſecond Dividend made, the Creditor ſhould come in for his Proportion thereof, tho' after the firſt Dividend.

The Obligor on a Bottomree Bond became Bankrupt before the Return of the Ship, and the Ship did not return before the Diſtribution made; whereupon it was held that the Obligee ſhould have no Benefit of the Diſtribution upon the Commiſſion. And,

Whereas it was objected, that this Bond would be barred, after the Bankrupt's Certificate allowed, which could not be unleſs it was then done.

Per Curiam: This cannot be, if the Obligor is careful in declaring upon his Bond; indeed if the Party declares upon the Bond only, he ſhall be barred; otherwiſe, if he ſets forth as well the Condition as the Bond in the Declaration; for then it muſt appear, that the Cauſe of Action did not accrue at the Time of the Obligor's becoming a Bankrupt.

Note, The cautious Way of declaring in ſuch Caſe.

But the above Caſe is ſince altered, and the Obligee in any Bottomree Bond, ſhall be admitted to claim, and after the Loſs or Contingency ſhall have happened, to prove his Debt and Demands in reſpect of ſuch Bond, in like Manner as if the Loſs had happened before the Time of the Iſſuing of the Commiſſion of Bankruptcy againſt the Obligor, and ſhall be entitled unto, and have and receive a proportionable Part, Share, and Dividend of the Bankrupt's Eſtate, in Proportion to the other Creditors of ſuch Bankrupt, and in like Manner as if ſuch Loſs and Contingency had happened before ſuch Commiſſion iſſued.

19 *Geo.* II.

And this Act makes it the ſame with the Obligors and Obligees on a Policy of Inſurance.

Blanchard a. *Calliford.*

One *Blanchard*, a Cabinet-Maker, married the Siſter of *Calliford*, who had 500*l.* Portion ſecured by Land. *Blanchard*, on his Marriage, gives a Bond to leave his intended Wife, if ſhe ſurvived him, 500*l.* or a Third of his Eſtate, at her Election.

Blanchard became a Bankrupt; Bill by the Aſſignees to have the 500*l.* raiſed by a Sale; and decreed accordingly: but with this, that the Wife ſhould come in as a Creditor upon the 500*l.* Bond, and what ſhould be paid in reſpect thereof, to be put out at Intereſt and received by the Creditors, during the Life of the Huſband, and if the Wife ſurvived, then the Money to be paid her.

Mich. 1719. 2 *Vern.* 707.

I. S. indebted by Bond to the Wife of *A.* became a Bankrupt; the Huſband comes in and claims the Debt, pays the contribution Money, but dies before any Dividend was made; the Wife ſurvives, but dies alſo before any Diſtribution.

Lord Chancellor directed the Diſtribution to be made to the Executors of the Wife, and not to thoſe of the Huſband; repaying to the Huſband's Executors what he had advanced for Contribution.

The Huſband's paying the contribution Money did not alter the Property of the Debt, but it remained a Choſe in Action, and ſurvived to the Wife.

James Tully a. *Francis Sparks* and *Chriſtopher May*, Executors of *William Donalſon.*

The Plaintiff brought an Action of Debt againſt the Defendants for 800*l.* wherein the Plaintiff declared, that *William Donalſon* in his Life-time, *viz.* the 6th of *May*, 1704, by his Bond then dated, obliged himſelf, his Heirs, &c. to the Plaintiff *Tully*, and one *Philip Rudſby*, whom the Plaintiff ſurvived, in the ſaid Sum of 800*l.* &c. with Condition, that if the Heirs, &c. of the ſaid *William* ſhould pay to the ſaid Plaintiff *Tully*, and *Philip*, or the Survivor of them, or the Executors, &c. of the Survivor of them, 400*l.* within two Months after the Death of the ſaid *William*, in caſe one *Martha Latimer* ſhould marry the ſaid *William*, and ſhould happen to ſurvive him; in Truſt for the Benefit and Behoof of the ſaid *Martha*, her Executors, &c. then the Obligation ſhould be void, &c. and the Plaintiff in Fact ſays, that after the Making the ſaid Bond, the ſaid *Martha* married the ſaid *William Donalſon*, and that after the ſaid Marriage, the ſaid *Philip Rudſby* died, and the Plaintiff ſurvived him; and that the ſaid *William* made his Will, and the Defendants his Executors; and afterwards (the ſaid Will not being revoked) died; and the ſaid *Martha* ſurvived him, and is yet alive; and that after the Death of the ſaid *William Donalſon*, the Defendant *Frances* proved the ſaid Will in due Form of Law; that the ſaid *Frances* and *Chriſtopher*, or either of them, did not pay to the Plaintiff the ſaid 400*l.* within two Months after the Death of the ſaid *William*, according to the ſaid Condition, whereby the Bond became forfeited; and the Action aroſe to the Plaintiff, to demand of the ſaid Defendants the ſaid 800*l.* but the Defendants the ſaid 800*l.* tho' often requeſted, have not yet paid, &c.

The Defendants, after praying Oyer of the Bond and Condition (which was granted) plead in Bar, that the ſaid *William Donalſon*, after making the Bond, for ſeven Years, before and after that Time, exerciſed the Trade of a Biſcuit Baker, and got his Living thereby, and became indebted to Sundries in the Sum of 200*l.* and more, and became a Bankrupt, and was declared ſuch by the Commiſſioners, and had his Certificate allowed.

This Caſe was learnedly argued both for the Plaintiff and Defendant, and the Cauſe coming on in *Michaelmas* Term 1728, *Judgment was given by the whole Court, upon the Merits, that the Plaintiff's Debt was not barred by the Matter compriſed in the Plea, becauſe it was not within the* 7 Geo. I. *Cap.* 31.

In the Matter of James King, *a Bankrupt, on the Part of* Ann King *his Wife.*

The ſaid *Ann King*, by her Petition in *January* 1742, ſet forth, that on the 16th of *Feb.* 1731, by Articles tripartite made before her Marriage with *James King*, between *James King* the Elder, and the Bankrupt, of the firſt Part; *James Sutton*, and the ſaid *Ann King*, by the Name of *Ann Sutton* his Daughter, of the ſecond Part; and *Robert Sutton* and *John Complin*, of the third Part; reciting the intended Marriage: It was, amongſt other Things, covenanted and agreed, that the ſame *James Sutton* ſhould within three Months after the Marriage, pay the ſaid *James King* the younger 1000*l.* as her Marriage Portion; and if *James* and *Ann* ſhould have Iſſue living at the Death of *James Sutton*, that then his Heirs, &c. would pay to the ſaid *James King* the younger, the further Sum of 1000*l*, if he ſhould be then living; but if *King* ſhould die before the laſt 1000*l.* became payable to him, then the ſame ſhould in like Manner be paid to the ſaid *Robert Sutton* and *John Complin*, &c. in Truſt, to place out the ſame at Intereſt, on ſuch Securities as the Truſtees, with the

ſaid

ſaid *Ann King*, ſhould approve of and ſhould pay the Intereſt to be made thereof to her, during her Life; and after her Deceaſe, for the Maintenance and Education of the Children of the ſaid *James* and *Ann King*, till they ſhould attain Twenty-one, and then to be paid to them in ſuch Parts and Proportions as the ſaid *James* and *Ann King* ſhould appoint; and for Default of ſuch Appointment, to be divided equally between them.

And in Caſe they had no Iſſue, then to ſuch Perſon or Perſons as the ſaid *James King* the younger ſhould by Deed or Will give or appoint the ſame unto; and in Default thereof, the ſame was to be paid to the Executors or Adminiſtrators of the ſaid *James King*.

And by the ſame Articles, *James King* the younger covenanted, that if he received the ſaid 1000*l.* payable after *James Sutton*'s Death, according to ſuch Covenant, that then the Heirs, *&c.* of the ſaid *James King* the younger, would, within three Months after his Deceaſe, pay to the ſaid *Robert Complin* and *John Sutton*, *&c.* 1000*l.* to be by them employed in ſuch Manner and Form, and for ſuch Uſes, Intents, and Purpoſes as were before expreſſed and limited, touching the 1000*l.* payable after the Death of *James Sutton*.

The Articles were executed by all Parties, and the Marriage ſoon after took Effect.

In *January* 1739, *James Sutton*, the Father, died; and *James* and *Ann King* having Iſſue a Daughter named *Ann*, who was then living, *James King* became entitled to the 1000*l.* after *James Sutton*'s Death, and the Executors of *Sutton* accordingly paid him the ſame; and he gave them a Diſcharge for it.

In *January* 1741, *Robert Sutton*, one of the Truſtees, died; and a Commiſſion of Bankruptcy iſſued againſt *James King*, and he was duly found a Bankrupt, and his Eſtate was aſſigned to *Edward Grace*, *Thomas Garway*, and *Timothy Denham*.

That ſhe apprehended that *John Complin*, the ſurviving Truſtee, ought to be allowed the 1000*l.* ſo paid to her Huſband *James King*, by *Sutton*'s Executors, in the Nature of a Debt under the Commiſſion, by Virtue of the Covenant in the Articles, and that a proportionable Part of *King*'s Eſtate, in Proportion to what was to be paid to his other Creditors, might be paid to the Truſtees, to be diſpoſed in ſuch Manner as might anſwer the Intention of the ſaid Articles.

That ſhe had applied to *Complin*, and had requeſted him to prove the ſaid Debt of 1000*l.* before the Commiſſioners, and to be admitted a Creditor for the ſame; but that he pretended, though his Name was mentioned as a Truſtee in the Articles, yet that he had never executed them; and refuſed to act in the Truſt, whereby ſhe and her Daughter were in Danger of being totally deprived of the Benefit of the 1000*l.* intended as a Proviſion for her by the ſaid Articles.

She therefore prayed his Lordſhip, that ſhe might be at Liberty to name a new Truſtee in *Complin*'s Room; and that ſuch new Truſtee might be admitted a Creditor under the ſaid Commiſſion for the ſaid 1000*l.* and might be paid a Dividend in Proportion with the reſt of *James King*'s Creditors, and that the Money to be received by ſuch new Truſtee, by Virtue of ſuch Dividend, might be placed out at Intereſt, in ſuch Manner as that ſhe might receive the Intereſt thereof during her Life, in Caſe ſhe ſurvived her Huſband; and that the principal Monies to be received for ſuch Dividend might go and be paid to ſuch Child or Children of her by *James King*, as ſhould happen to be living at the Death of the Survivor of them, in caſe there ſhould be any ſuch Iſſue; and in ſuch Manner as was directed by the Articles; or that his Lordſhip would make ſuch other Order, as to him would ſeem meet.

And on the 21ſt *Jan.* 1742, this Petition came on to be heard before his Lordſhip, and was learnedly argued by Council on both Sides: And the Caſes of *ex parté Cazalet*, *Holland*, and *Calliford*, *Tully*, and *Sparkes*, were cited; and on the firſt Hearing, his Lordſhip gave the Gentlemen who were Council for the ſaid *Ann King*, further Time to ſpeak to it, and in the mean Time to ſearch for Precedents; and upon this Petition coming on again before his Lordſhip, and no other Precedents to the Point appearing, his Lordſhip was pleaſed to be of Opinion, that he could not relieve the Petitioner *Ann King*; and therefore he ordered ſuch Petition to be diſmiſſed.

Debts due to, and from, the Wife when ſingle.

Miles v. Williams & Ux.

MILES brought a Debt againſt Huſband and Wife, upon a Bond entered into by the Woman when ſingle. The Defendants jointly plead in the Bar, that the Plaintiff ought not to have his Action, *&c.* and ſay, that after the Intermarriage, *Williams* the Huſband became a Bankrupt, and a Commiſſion iſſued againſt him, and he ſubmitted, and in all Things conformed himſelf to the Statute of the 4 *Anne*, and to all other Statutes relating to Bankrupts; and therefore the aforeſaid *John* and *Eleanor*, by Virtue of the aforeſaid Statute, ſay, that the Action aforeſaid aroſe to the ſaid *Miles*, before the ſaid *John Williams* became

came Bankrupt; and that they were ready to verify, and therefore they demanded Judgment, if the ſaid *Miles* ought to maintain his Action. The Plaintiff demurred, and ſhewed for Cauſe, that the Debt ariſing upon the Bond made by the Wife ſolely, was not diſcharged by the Statute, mentioned in the Defendant's Plea; and alſo that the Plea ought to have concluded to the Country. The Defendants joined in Demurrer. And after ſeveral Arguments in this Caſe, *Parker* Chief Juſtice, having ſtated the Record at large, delivered the Reſolution of the Court.

The two great Queſtions which have been made in this Caſe, are theſe,

1. Whether this, being a Bond given by the Wife *dum ſola*, be ſuch a Debt as ſhall be diſcharged by the Bankruptcy of the Huſband, by Virtue of the Statute of *Anne* 4 Cap. 17. mentioned in the Plea?

2. Whether the Defendants have well concluded their Plea or not; it being to the Judgment of the Court and not the Country?

As to the Firſt, we are all of Opinion, that it is a Debt within the Act.

The Words of the Clauſe upon which it depends, are, *That the Bankrupt ſhall be diſcharged from all Debts by him due and owing, at the Time he became Bankrupt*; and then in Caſe he be ſued for any ſuch Debt, the Act directs, that he ſhall, and may plead in general, that the Cauſe of Action did accrue before he became a Bankrupt.

S. 7.

Upon theſe Words the immediate Queſtion is, whether this was a Queſtion due, and owing by the Huſband, at the Time he became Bankrupt?

It was ſaid, and (I think) admitted at the Bar, *That a Debt due by the Wife, and one due to the Wife, dum ſola*, muſt fall under the ſame Conſideration.

This is very reaſonable, and therefore I have conſidered how far a Debt due to the Wife, would be within this Act, to be aſſigned by the Commiſſioners of Bankruptcy. And in order to underſtand this, it is neceſſary to go back to the former Acts.

And thoſe of 13 *Eliz.* Cap. 7. and 1 *Jac.* I. Cap. 15. give the Commiſſioners Power over the Bankrupt's Body, Lands, &c. and to aſſign all Debts due, or to be due, to and for the Benefit of the Bankrupt, and the ſame to be recovered in the Name of the Aſſignees.

Now I take the Intention of theſe Laws to have been, that the Bankrupt having been guilty of a Fraud ſhould not be truſted any more with the Management of his Eſtate, &c. So that upon this Intention, all thoſe Effects and Debts, which he could take in, or turn into Money, the Aſſignees were deſigned to have in as full a Manner, either by Action or otherwiſe, and that in their own Names.

The beſt Rule of conſtruing Acts of Parliament, is by the Common Law, and by the Courſe which that obſerved in like Caſes of its own, before the Act.

Thus it is in the Statute *de Donis*, which enacts, that a Tenant in Tail, *non habeat poteſtatem alienandi Tenementa*, to prevent their coming to the Iſſue; and that a Fine levied by him, *ipſo jure ſit nullus*. Now,

The Effects of this Statute being a Diſability to alien to the Prejudice of others, therefore the Law ranks the Perſon incapacitated thereby, *with Biſhops, and other Eccleſiaſtical Perſons, and with Huſbands*, who were by the Common Law diſabled to alien to the Prejudice of their Succeſſors and Wives.

And therefore though the Words be, that Tenant in Tail, ſhall not have Power to alien, and that his *Fine* ſhall be void, yet it has been conſtrued, *that a Fine by Tenant in Tail is not merely void, but makes a Diſcontinuance*, thereby putting the Iſſue to his *Formedon*; and that other Alienations, either put the Iſſue to his Action, or allow of his Entry, juſt as the Law ſtood before in relation to Biſhops, &c.

At common Law it is a general Rule, *that no body can have an Action but a Creditor*, or, if he be dead, *his Repreſentative*: But there are two Caſes wherein this Rule fails, *viz.* in the Caſe of a Forfeiture, and of an Aſſignment to the King. For though a *Choſe in Action* cannot be aſſigned to a common Perſon, yet it may to a King. And in both theſe Caſes, the King or his Grantee or Aſſignee, may ſue for theſe Duties in their own Name, 21 *Hen.* VII. 19. Though generally the Grantee ſued in the King's Name; but that was only in order to take Advantage of the King's Prerogative.

Now let us ſee, how far the Wife's Debts were liable in theſe Caſes.

In the Caſe of Forfeiture as by Outlawry, &c. the Debts of the Wife were always extended and ſeized.

In the Caſe of Aſſignment of Debts to the King *Hob.* 2. 253. is an Authority in Point; and that notwithſtanding the 7 *Jac.* I. Cap. 15. which makes Aſſignment of Debts void, other than ſuch as grew due originally to the King's Debtor *bona fide*. For the Purpoſe of that Law was, that no Debtor of the King ſhould procure another Man's Debt to be aſſigned, which was the common Practice. But this, ſays the Book, is his own Debt, though not to his own Uſe, which he may himſelf releaſe and diſcharge, and by the ſame Reaſon may aſſign. This proves two Things.

Firſt, That the Huſband might aſſign theſe Debts by the common Law.

Secondly,

Secondly, That he was not reſtrained from doing it, by the Statute, becauſe they were the Huſband's own Debts.

This Reaſon concludes to the Caſe at Bar.

Firſt, As it is the Huſband's own Debt within the Words of the Act.

Secondly, That as the Huſband might aſſign it, *ergo*, ſo might the Commiſſioners.

Beſides, it is to no manner of Purpoſe, and can ſerve no good End, to ſay, that ſuch Debts are not aſſignable: For if they ſhould be left in the Huſband, as ſoon as ever he recovers them, the Commiſſioners muſt have the Money, and apply it to the Uſe of the Creditors.

But in order to confine the Senſe of the Words, *Debts due and owing to him*, it has been objected,

Firſt, That the Statute does not extend to Debts due to a Bankrupt as Executor.

Reſponſ. This is true; but it is for this particular Reaſon, becauſe they are appropriated to pay the Debts of the Teſtator: And if they were aſſigned, it would be a wrong, *viz.* a *Devaſtavit.*

Secondly, It has been objected, that the Statute does not extend to Debts due to the Bankrupt jointly with another.

Reſponſ. The Caſe cited for that Purpoſe from 1 *Lev.* 17. is not determined, ſuch Debt might be aſſigned to the King by any one of the Creditors; and ſo it is adjudged, *Mich.* 19 *H.* VI. And it would be forfeited by the Outlawry of one.

Cap. 15. S. 3. However, that Caſe is not before us. Thus far is plain, that a Debt due from him and another would be within this Act of 4 *Anne*, for it is ſo declared by the declaratory Act of 10 *Anne*, which provides at the ſame Time, that the Diſcharge of the Bankrupt ſhall not extend to diſcharge the other joint Debtor.

But this of a Huſband and Wife is a different Caſe; for it is his Debt, as he is one with her.

But it is contended, that the Bankruptcy ought not to give the Huſband a better Right in his Wife's Debt, and bar her of her Contingency by Survivorſhip.

Reſponſ. It does not give him a better Right; for his Releaſe for a Conſideration to himſelf alone, would have barred her of the Contingency; and this is a Relation in Law, and amounts to the ſame Thing.

Beſides, that is anſwered by the Fiction of Law, whereby the Statute of 1 *Jac.* Cap. 15. and this Statute have made it as a Debt, and new Security to the Aſſignees. Suppoſe a Bond was made to *A.* in Truſt for *B.* who becomes a Bankrupt, the Aſſignees may bring the Action in their own Name, though *B.* muſt have brought it in the Name of his Truſtee.

Objected. The Huſband muſt join with his Wife in this Action, but the Aſſignees cannot do it.

This is anſwered as before, and by the Caſes of Forfeiture and Aſſignment to the King: But to put another Caſe:

Suppoſe a Bill of Exchange be made to the Wife, *dum ſola*, the Huſband may aſſign it, and the Aſſignee ſhall bring the Action in his own Name.

This Reaſoning holds ſtronger, in the Caſe of Debts due from the Wife; for,

Firſt, certainly it is the Huſband's Debt, and the Action muſt be brought in the *Debit* and *Detinet.* It is admitted to be the Huſband's Debt after Judgment; and it were hard to ſay, that a Judgment of Law, charges a Man with a Debt, who was not chargeable with it, when that Judgment was given againſt him.

Secondly, If the Intent of that Act be conſidered, and the Queſtion aſked, *Cui bono?* it will appear ſtill ſtronger. The Perſons concerned in this Matter, are,

Firſt, The Bankrupt; *ſecondly*, the Creditors; *thirdly*, the Wife.

As to the Bankrupt, if an Action be brought againſt him on ſuch Bond, what Execution can the Plaintiff have? If he takes a *fieri facias*, or *elegit*, as ſoon as he finds Goods or Lands, the Commiſſioners ought to ſeize them; this would be wholly ineffectual; and if he takes a *Capias*, it will only ſerve to lay the Bankrupt up in Priſon, when all his Eſtate wherewith he ſhould make Satisfaction, and deliver himſelf, is taken out of his Power. And that is the Reaſon of his being diſcharged, *viz.* becauſe his Ability to pay is intirely taken from him.

And this diſtinguiſhes it from the Caſe of an Executor, and ſhews that he ought not to be diſcharged as to the Teſtator's Debts, for he retains his Ability to pay them, by keeping the Effects which he has as Executor; and the Commiſſioners cannot meddle with them, becauſe they are appropriated.

It was inſiſted at the Bar, that he ought to be diſcharged from all his Debts, becauſe he is obliged to part with all his Eſtate, liable to pay thoſe Debts, and all whatſoever wherewith he might pay his Debts; as for the Purpoſe, *Copyhold Lands, which are liable to no Execution.*

Secondly, as to the Creditor.

It cannot be for his Benefit that this Debt ſhould not be within the Act; for the Bankrupt's whole Eſtate will be otherwiſe diſpoſed of, and his Action

againſt

againſt the Bankrupt can be worth nothing; but if this Debt be within the Act, then may he come in for his Dividend.

The Conſequence of the contrary Opinion is, *that you take from him every thing wherewith his Debt may be paid, and at the ſame Time will not let him in for a Share.*

Thirdly, as to the Wife.

It will be a Diſcharge to her, at leaſt a temporary one; *viz.* during the Huſband's Life. But tho' it be not neceſſary to give any Opinion upon that, yet I think it will amount to a perfect Releaſe, and the Wife will be diſcharged for ever.

But no Harm can ariſe from this, for the Creditor is ſuppoſed to have had his Dividend, and the Debt is paid in Conſideration of Law.

A Caſe may poſſibly be put, where a Woman being in Debt may make over all her Effects in Truſt, and then marry a Bankrupt, and by that diſcharge all her Debts, and yet preſerve her Eſtate; but that would be a fraudulent Conveyance, as againſt Creditors, *quoad* as much of the Eſtate as would ſatisfy their Debts, and for that they might have Remedy.

It was objected, that this Diſcharge is a perſonal Privilege, and not communicable to the Wife.

Reſp. It is a neceſſary Conſequence that it muſt extend to her, becauſe every thing in the Huſband's Power is aſſignable, and all her Eſtate is in his Power: *If the Huſband be poſſeſſed of a Term for Years in Right of his Wife, it may be ſold on a* Fi. Fa. *and yet it is not actually transferred to the Huſband by Intermarriage.* 1 Inſt. 46. b.

For theſe Reaſons, *we are all of Opinion, that this is the Huſband's Debt, within the Meaning of the Statute.*

As to the ſecond Queſtion, *viz.* whether the Plea be good or not? We are likewiſe all of Opinion, that it is ill, *not to conclude to the Country.*

A Liberty of pleading generally is given to the Bankrupt, and ſo he may avoid the Hazard of pleading ſpecially; but then he muſt take upon him the Proof of his Conformity to the Statute in every Particular: Or if he thinks fit to plead the Matter ſpecially, then he muſt ſet forth every Point; and by it he has this Advantage againſt the Plaintiff, that he muſt reply one Particular only, upon which Iſſue muſt be taken. Here the Defendant has pleaded the Matter ſpecially, but not ſet forth the Whole, and therefore it is ill for that Reaſon; for by the expreſs Words of the Act, this is to be pleaded, ſo as that the whole Merits may be tried.

There are ſeveral Caſes at common Law, where a Man ſhall conclude his Plea to the Country, though there be no Affirmative and Negative, to prevent the Inconvenience that would ariſe by going on to a Replication, as in 33 *H.* VI. 21. *to a Fine, quod Partes finis nihil habuerunt*; *& de hoc ponit ſe ſupra Patriam.*

So in Dower, *nunqui ſie ſie de Dower. & de hoc*, &c.

And the Reaſon of this is, for that it would be inconvenient to go on to a Replication, becauſe to reply generally would leave it too large and comprehenſive, and to reply any particular Kind of Eſtate, would be too narrow, and conſequently immaterial.

This Statute has found a new general Iſſue in this Caſe; and this was the Foundation of the Judgment in *Bird* and *Lacey*'s Caſe, *Mich.* 6 *Anne*, *C. B. Rot.* 321. that a Plea upon this Act was well concluded to the Country; and if ſo, it cannot conclude to the Court.

It may be obſerved on the Statute of Sewers (23 *Hen.* Cap. 5.) that by theſe Words of that Act, a general Replication is expreſsly given, to avoid the forcing the Plaintiff to a ſingle Point; and ſo the Miſchief which would be in this Caſe is prevented; thus it muſt have been in this Act, if it had not been the Intention of it to make the Plea a general Iſſue.

For this Fault in the Plea, which is ſhewn for Cauſe of Demurrer, and which would put a Difficulty upon the Plaintiff, not intended by the Statute, Judgment muſt be given for the Plaintiff.

A *Feme ſole* is a Mortgagee in Fee for 800*l.* and marries a Tradeſman, who becoming a Bankrupt, a Commiſſion of Bankruptcy is taken out againſt him, and the Commiſſioners aſſign over all his Eſtate, real and perſonal; afterwards the Huſband dies, and the Writings relating to this Mortgage being in the Aſſignees Hands, the Widow of the Bankrupt brings a Bill in Equity againſt the Aſſignees, for theſe Writings, and to have the Benefit of the Mortgage. *Boſwill* v. *Brander.* 1 *Peer Will.* 458. Caſe 131. at the *Rolls.*

This Cauſe came on to be heard, and, for its Difficulty, was ordered to be ſpoke to again, when his Honour delivered his Opinion ſolemnly for the Plaintiff, the Wife.

But afterwards being diſſatiſfied with that Opinion, he ordered the Decree to be ſtayed, and to be attended again by Counſel.

Whereupon his Honour gave his Opinion, that if there had been any Articles before the Marriage, purporting, that this Mortgage Money ſhould continue in the Wife, as her Proviſion, or ſhould be aſſigned in Truſt for her, there would have been a ſpecific *Lien* upon the Mortgage, and have preſerved it from the Bankruptcy.

Alſo it might have been a Matter of different Conſideration, if the Aſſignees had been Plaintiffs in Equity and deſired the Aid thereof, to ſtrip an unfortunate Widow of all ſhe had in the World, towards the doing of which, Equity would hardly have lent any Aſſiſtance; becauſe the Aſſignees claiming under the Bankrupt Huſband, could be in no better plight than the Huſband would have been; and if the Huſband had in Equity ſued for the Money, or elſe prayed that the Mortgage might be foreclosed, Equity (probably) would not have compelled the Mortgager to have paid the Money to the Huſband, without his making ſome Proviſion for his Wife, by an Application to the Court againſt the Huſband, and the Mortgager might have prevented the Payment of the Money to the Huſband, unleſs ſome Proviſion were made for her.

But in the preſent Caſe, the Widow was Plaintiff againſt the Aſſignees, ſo that ſhe, and not the Creditors, ſought the Aid of Equity.

And here being in the Mortgage Deed a Covenant to pay the Mortgage Money to the Wife, this Debt, or *Choſe in Action*, was well aſſigned by the Commiſſioners to the Aſſignees, and veſted in them, like the Caſe of *Miles* and *Williams* (laſt cited) where a Bond made to a Wife *(dum ſola)* was adjudged to be liable to the Huſband's Bankruptcy, and aſſignable by the Commiſſioners.

Wherefore if the Right to the Debt was veſted in the Aſſignees (as plainly it was) though the legal Eſtate of the Inheritance of the Lands in Mortgage continued in the Wife; yet this was not material, it being no more than a Truſt for the Aſſignees, like the common Caſe where there is a Mortgage in Fee, and the Mortgagee dies, here the Mortgage Money belonging to the Executors, though the Heir takes the legal Eſtate by Deſcent, yet he is but a Truſtee for the Executor, for the Truſt of the Mortgage muſt follow the Property of the Debt, elſe the Mortgager would be in a very hard Caſe, liable to be ſued by the Aſſignees of the Commiſſioners upon the Covenant; and alſo in an Ejectment by the Wife of the Mortgagee; whereas the latter Suit would be injoyned in Equity.

Then it was inſiſted, that here were Articles entered into before the Marriage of the Bankrupt and his Wife, by which the Huſband covenanted to ſettle the Wife, in the Manor of *Date*, or to leave her 1000*l.* within three Months after his Death.

But in this Agreement it appeared, that the Huſband had his Election all his Life-time, and that if the Wife had brought her Bill in Equity againſt the Huſband, ſhe could not have compelled him to do the one or other; neither could ſhe, upon ſuch Bill, or otherwiſe, have compelled him to give any farther or better Security for the Payment of this 1000*l.* becauſe ſhe had that Security ſhe at firſt agreed to take, and the Court could not better it againſt her own Agreement.

But upon another Point, *viz.* as to 200*l.* Part of the Wife's Portion, on a Note given by the Huſband at his Marriage, ſignifying his Conſent that the Wife ſhould have this 200*l.* The Court held the ſame was ſpecifically bound thereby; ſo that with Reſpect to this only, the Plaintiff was relieved, and the Bill, as to the reſt, diſmiſſed.

Of the Rights which are inveſted in the Bankrupt's Children by Virtue of Marriage Settlements, and Truſtees for ſupporting contingent Remainders.

IF a Man before Marriage with his Wife makes a Settlement, or enters into Articles with Truſtees to make ſuch Settlement upon his Wife, and conveys or agrees to convey, ſuch Eſtate to Truſtees, to the Uſe of himſelf or his Aſſigns, for the Term of his Life, without Impeachment of Waſte; and after the Determination of that Eſtate, to the Uſe and Behoof of *A. B.* and *C. D.* and their Heirs, during the Life of the Huſband, upon Truſt, to preſerve the contingent Uſes and Eſtate therein after limited, from being barred, deſtroyed, or prevented; and for that Purpoſe to make Entries and bring Actions as Occaſions ſhall require; but, nevertheleſs, to permit and ſuffer the Huſband and his Aſſigns, during his Life, to receive and take the Rents, Iſſues, and Profits of the ſame Premiſſes to his and their own Uſes; and from and after the Deceaſe of the Huſband, to the Uſe of the Wife for Life; and afterwards to the Uſe of the firſt and other Sons of their Bodies, according to Priority, and their Heirs Male; and for Default of ſuch Iſſue, to the Daughters and their Heirs equally; with proper Proviſions for raiſing Portions for Daughters and younger Children, as is uſual in Marriage Settlements; though the Remainder in Fee is limited to the Bankrupt, for want of Iſſue male or female; yet if ſuch Perſon becomes a Bankrupt, and has a Wife and Children, or Children and no Wife, though this is an entailed Eſtate, yet it is not ſuch an Eſtate as he can lawfully or equitably bar by a Fine or common Recovery, and conſequently he will be only Tenant for Life, and his Wife will enjoy the Jointure, and his Children his Eſtate after his Death; and the Creditors cannot defeat ſuch Eſtate.

But if he dies without Children, and becomes a Bankrupt, and there are no Remainders over, but the

Remainder

Remainder in Fee is in him, *Quere*, whether a Court of Equity would not, after confirming his Wife's Jointure, direct and enable the Truſtees, in Conjunction with him, to bar the Eſtate Tail, for the Benefit of his Creditors: But there have been Inſtances where Truſtees have joined with the Huſband, and defeated the legal Eſtate by a Recovery; but Acts of this Kind have been always looked upon as the higheſt Breaches of Truſt; and if a Purchaſer was to buy the Eſtate, or a Mortgagee to lend any Money upon it, with Notice of the Truſt, he would be unſafe in ſo doing. And as this is a Matter of great Conſequence to Families, I ſhall for that Reaſon cite the following Caſes.

See the Subſequent Caſe of *Baſſet* v. *Chapman.*

Pye v. *George*, 1 *Peer Will.* Rep. 128. *Salk.* 680. *Mich.* 1710.

It was declared by the Lord Keeper *Harcourt*, that where there were Truſtees appointed by Will to preſerve contingent Remainders, and they before the Birth of a Son joined in a Conveyance to deſtroy the Remainders, this was a plain Breach of Truſt, and any Perſon taking under ſuch Conveyance, if voluntarily, or having Notice, ſhall be liable to the ſame Truſts.

And though it was objected, that this had been only *obiter*, ſaid in Equity, and that there never was any Precedent of a Decree in ſuch a Caſe.

Lord Keeper ſaid, it was ſo very plain and reaſonable, that if there was no Precedent in this Caſe, he would make one.

But this was the principal Caſe, which was, that there was a Son born before the Conveyance by the Truſtees, and the Eſtate being in Mortgage, the Son came into Equity after the Tenant for Life to redeem.

Agreeably to what was thus declared by Lord *Harcourt*, it has been ſince expreſsly decreed by Lord Chancellor *King*, aſſiſted by Lord *Raymond* and Chief Baron *Reynolds*, in the Caſe of *Manſell*, *ver.* *Manſell*, *December* 1732 (hereafter mentioned) which was the Caſe of a voluntary Settlement, and where the Court unanimouſly delivered it as their Opinion, that nothing in common Juſtice, Senſe, and Reaſon, could be a plainer Breach of Truſt, than that thoſe who were appointed Truſtees, to the Intent to preſerve the Eſtate to the firſt Son (and for that Purpoſe only) ſhould directly, contrary to their Truſt, join in the Deſtruction of the Settlement.

But where there is Tenant for Life, Remainder to the firſt Son, *&c.* and no Truſtees to preſerve contingent Remainders, in ſuch Caſe if Tenant for Life by Fine or Feoffment deſtroys the Remainders, there being no Truſtee, there can be, conſequently, no Breach of Truſt; and this being the Law, Chancery will not interpoſe.

But then as this was a Hardſhip at Law, to prevent which the Method of appointing Truſtees was invented, ſo it is reaſonable that the Truſtees, when they let in this Hardſhip by violating the Truſt repoſed in them, ſhould themſelves be liable for the ſame; but if the Conveyance be voluntary, or if there be Notice of the Truſt, ſuch Truſt ſhall follow the Land.

Trin. Term. 1717. *Baſſett* v. *Clapham.* 1 *Peer Will.* 358.

One after Marriage makes a voluntary Settlement of his Lands to himſelf for Life, Remainder to Truſtees to ſupport contingent Remainders, Remainder to his firſt, *&c.* Son in Tail ſucceſſively, Remainder to himſelf in Fee; and contracting Debts, he after makes a Conveyance of his Eſtate to other Truſtees, for Payment of theſe Debts.

The Creditors bring a Bill, and *(int' al.)* inſiſt, that the Truſtees for preſerving contingent Remainders ſhould join in the Sale to deſtroy the contingent Remainders: And this came on by Conſent before Sir *Joſeph Jekyl*, who took Time to conſider of it, alledging, that though in the Caſe of Sir *Thomas Tippen*, where Truſtees had joined in cutting off Remainders created by a voluntary Settlement; the Court on a Bill brought by a remote Relation, had refuſed to puniſh them, as diſtinguiſhing betwixt a voluntary Settlement, and one made on a valuable Conſideration; yet he had not known a Precedent where the Court ever decreed the Truſtees to join in deſtroying the contingent Remainders; this being the Reverſe of the Purpoſe for which they were at firſt inſtituted.

Tippen v. *Piggot.* *Vide poſtea.*

But this Cauſe coming on in *Auguſt* 1717, and a Precedent being ſhewn where ſuch a Decree was pronounced, his Honour decreed, that the Truſtees ſhould join to deſtroy the contingent Remainders, and be indemnified, it being at the Suit of the Creditors, and for raiſing of Money for Payment of Debts.

Note, Sir *Thomas Tippen*'s Caſe was, where, upon a Marriage, Settlement was made by a third Perſon to the Uſe of the Huſband for ninety Years, Remainder to Truſtees, during the Life of the Huſband, to ſupport contingent Remainders; Remainder to the Wife for Life, Remainder to the firſt, *&c*, Son of the Marriage, Remainder to the Heirs of the Body of the Huſband; Remainder to the right Heirs of the Huſband: There was no Iſſue of the

 Marriage,

Marriage, and the Remainder in Fee being contingent, in regard the Limitation to the Huſband was for Years only, and the Eſtate not moving from the Huſband (for if it had, the Remainder limited to the right Heirs of the Huſband, would have been the old Reverſion) the Truſtees joined to deſtroy this contingent Remainder.

And on this Caſe being cited, it was ſaid by the Maſter of the *Rolls*, that if a Son had been afterwards born, it would have been a Breach of Truſt, but this Remainder to the right Heirs of the Huſband, being a remote Limitation, and not within the Conſideration of the Settlement, and voluntary, Equity would not puniſh it as a Breach of Truſt.

Trin. Term. 1732.

This Cauſe came on, upon an Appeal to my Lord Chancellor *King*, from the Decree of the *Maſter of the Rolls*.

Manſell v. *Manſell.*

Edward Vaughan ſeiſed in Fee in 1683, deviſed Lands to his Siſter *Dorothy*, afterwards the Plaintiff's Mother, for Life, Remainder to Truſtees to preſerve contingent Remainders, Remainder to the Uſe of her firſt, and other Sons in Tail Male, Remainder to the Uſe of his Couſin *Edward Manſell* in Fee, and charges the Eſtate with a Debt of 1200*l.* and dies.

The Plaintiff's Mother intermarried with Sir *Edward Manſell*, and in 1685, they, with the Remainder-man in Fee, join in a Feoffment, with a Covenant to levy a Fine to Truſtees to the Uſe of the Plaintiff's Father in Fee; and this is expreſſed to be the Intent that the Fee Simple might be veſted in him, for the raiſing of Money for the Payment of the Debts of *Edward Vaughan* the Teſtator (whoſe Inheritance it was) by demiſing, ſelling, or mortgaging the Eſtate, or any Part thereof, and for other good Cauſes and Conſiderations; a Fine is levied accordingly at the grand Seſſions in *Carmarthenſhire*, where the Lands lay. About a Year after, the Truſtees, to preſerve contingent Remainders, reciting the Will, Feoffment, and Fine, convey the whole Eſtate by Leaſe and Releaſe to the Plaintiff's Father in Fee, *Dorothy* being then with Child, and then the Plaintiff is born; after the Father makes the Plaintiff Tenant for Life, *&c.* and dies.

The Plaintiff brought his Bill to have the Benefit of Mr. *Vaughan*'s Will, and inſiſted on the Breach of Truſt; and that the Parties who claim under the Fine and Feoffment, being Parties to the Breach of Truſt, ought not to take Advantage of it.

The Defendant in his Anſwer inſiſted on the Fine and Feoffment.

The *Maſter of the Rolls* decreed for the Plaintiff for ſo much as was not alienated *bona fide*; and this Decree was confirmed in *Mich.* Vacation, 6 *Geo.* by Lord Chancellor *King*, aſſiſted by Lord Chief Juſtice *Raymond*, and Lord Chief Baron *Reynolds*, as before mentioned.

At the *Rol's*, *Mich.* 1698. *Parker* a. *Dykes.*

A Man had deviſed Lands, which were in Mortgage to be ſold, and the Surplus of the Money to be paid to his Daughter; the Daughter married a Man who ſoon after became a Bankrupt, and the Commiſſioners aſſigned this Intereſt of the Wife's. The Huſband died, and the Aſſignees brought this Bill againſt the Wife and Truſtees, to have the Land ſold, and the Surplus of the Money paid to them. But the Court would not aſſiſt in ſtripping the Wife (who was wholly unprovided for) of this Intereſt, but diſmiſſed the Bill.

Of Poſſibilities.

BY this Statute it is enacted, that the Bankrupt is to diſcover to the Commiſſioners upon Oath, ſuch Eſtate and Effects as he may have any Profit, or Poſſibility of Profit, Benefit, or Advantage whatſoever by. 5 *Geo.* II. S. 1.

And a Poſſibility is defined to be ſuch an uncertain Thing as may or may not happen; but it muſt be ſuch a Right, according to the Caſe of *Higden* and *Williamſon*, as a Perſon may lawfully depart withal, and of which, by ſome Deed or Writing, he may have a Poſſibility one Time or another to enjoy. 1 *Peer Will.* 382.

But if a Bankrupt has Relations, who may poſſibly provide or not provide for him, as they ſhall think fit; this uncertain Poſſibility is no Part of the Bankrupt's Eſtate, and if he obtains his Certificate, will not paſs to his Creditors; becauſe he had it not in his Power to part with his Relation's Fortune, nor could he tell what his Will or Intention might be, or whether he would give him any thing or no.

Hil. Term. 1701. *Toulſon* v. *Grout.* 2 *Vern.* Rep. 432.

William Davidſon having deviſed a Legacy of 600*l.* to his Son, payable at twenty-one, for which he had obtained a Decree, and 637*l.* reported due; before he received the Money he became a Bankrupt, and the Commiſſioners aſſigned the Legacy and Benefit of the Decree.

The Bill was brought by the Aſſignees to have the Benefit of the Decree; to which the Defendants (the Executors) demurred; inſiſting that a Legacy was not within the Compaſs or Proviſion of any of the

Acts

Acts made againſt Bankrupts, to be aſſigned to the Creditors.

But the Demurrer was overruled; and ſaid, that the Act of Parliament ought to be taken in the moſt beneficial Senſe, for the Advantage of the Creditors.

Of Intereſts which have been determined not to center in the Bankrupt.

Mich. 1690. *Moſes* v. *Little.* 2 *Vern.* Rep. 194. THE Defendant, upon Marriage of his Son, ſettles Lands upon himſelf for Life, Remainder to his Son for Life, *&c.* and convenants, during his own Life, to pay his Son 15*l. per Ann.* The Son becomes a Bankrupt; the Plaintiff, as an Aſſignee, brings the Bill againſt the Defendant (the Father) to have the Benefit of this Agreement, and to compel the Payment of the 15*l. per Ann.*

Per Curiam: An Aſſignee, under a Statute of Bankrupt, is not entitled to have the Performance of an Agreement make with the Bankrupt; and that it was ſo adjudged in the Caſe of *Drake* and *the Mayor of Exeter*. And therefore diſmiſſed the Bill.

Coates, poſſeſſed of a Leaſe of Years, contracted with the Committee of the Company for a new Leaſe, and paid Part of the Fine; and, by *Coates*'s Conſent, a new Leaſe was made to *Moſſe* by the Company, and to him executed. *Coates* was at the Time of Treaty a Bankrupt. The Queſtion was, whether the Commiſſioners could aſſign the Leaſe to the Prejudice of *Moſſe*, and *Drake*'s Caſe was cited.

The Lord Keeper ordered that the Plea and Demurrer be ouſted, and the Benefit thereof ſaved till the Hearing; he doubted of the Leaſe: There were other Matters for the Benefit of *Moſſe* alſo in the Plea.

Of the Creditors; who are ſuch, and therein of proving their Debts, and how Notice of their Meeting is to be given; and of Debts due to the Crown.

EVERY one to whom the Bankrupt is indebted, either on Bonds and Notes, or by Book-Debts or ſimple Contracts, by Recognizances, Statute Staple, or Judgments, Specialities with Penalties, Attachments, and Securities where no Execution is ſued out, are Creditors, and have a Share in the Bankrupt's Eſtate.

5 *Geo.* II. c. 30. S. 22. Creditors on Bonds or Notes, by Book-Debts or ſimple Contract, are equally entitled to a Dividend under a Commiſſion of Bankruptcy, with Creditors by Judgment, Statute, *&c.* and Creditors that have Debts due to them payable at a future Day, may petition, or join in petitioning, for a Commiſſion.

But Creditors upon contingent or uncertain Debts, or upon Bottomry Bonds, could not come in as Creditors, or prove their Debts, till ſuch Contingency happened, before paſſing the ſubſequent Act, *viz.*

19 *Geo.* II. p. 516. And as Merchants and other Traders frequently lend Money on *Bottomree*, or at *Reſpondentia*, and cauſe their Veſſels with their Cargoes to be inſured; and where Commiſſions of Bankruptcy have iſſued againſt the Obligor, or the Aſſurer, *&c.* before the Loſs of the Ship or Goods have happened, it hath been made a Queſtion whether the Obligee, or the Aſſured, ſhould be let in to prove their Debts, or be admitted to have any Benefit under ſuch Commiſſion, which may be a Diſcouragement to Trade: For Remedy whereof, *it is enacted*, that from the 29th of *October*, 1746, the Obligee in any Bottomree or Reſpondentia Bond, and the Aſſured in any Policy of Inſurance made *bona fide* upon a valuable Conſideration, ſhall be admitted to claim; and after the Loſs or Contingency, to prove the Debt thereon, in like Manner as if the ſame had happened before the Iſſuing of the Commiſſion of Bankruptcy; and ſhall receive a proportionable Dividend with the other Creditors of the Bankrupt's Eſtate; and after the ſaid 29th of *October*, every Bankrupt ſhall be diſcharged from the Debt on ſuch Bond and Policy of Inſurance as aforeſaid, and ſhall have the Benefit of all the Statutes againſt Bankrupts, in like Manner as if ſuch Loſs or contingency had happened, and the Money due thereon had become payable before the Time of the Iſſuing of ſuch Commiſſion.

Sir *George Newland, & al.* againſt — 1 *Peer Will.* 92, *Eaſter* Term, 1706. One ſeiſed of Lands in Fee, owes a Debt by Statute, and afterwards becomes a Bankrupt, and the Creditor, by Statute, extends the Lands, then a Commiſſion of Bankruptcy is ſued out; and whether the Lands ſhould be liable to the Statute Creditor, was the Queſtion.

This was referred by Lord Chancellor to the Judges of the *Common Pleas*, who held that a Creditor by Statute, and a Statute not ſued, and executed before the Bankruptcy, ſhould come in only *pro rata*, though there were Lands in Fee bound by the Statute.

Mich. 1721 *Orlibar* a. In *February* 1716, the Defendant *Fletcher*, being ſeiſed in Fee of ſome Lands in *Bedfordſhire*, borrowed 1500*l.*

of

Fletcher and the Duke of *Kent.* 1 *Peer Will.* 737. Caſe. 212.

of the Plaintiff *Orlebar*, (one of the Maſters in *Chancery)* on a Judgment afterwards, *viz. Auguſt* 20, 1717, the Defendant *Fletcher* articled with the other Defendant, the Duke of *Kent*, to ſell the Premiſes to the Duke, in Conſideration of 5000 *l.* to be paid down, and 650 *l.* to be paid at *Chriſtmas* then next; the Duke to be let into Poſſeſſion at *Michaelmas*; ſubſequent to which Tranſactions the Defendant *Fletcher* becoming a Bankrupt, the Plaintiff, Mr. *Orlebar*, brought his Bill againſt the Duke of *Kent*, *Fletcher* the Bankrupt, and the Aſſignees under the Commiſſion, praying that the 650 *l.* remaining in the Duke's Hands might be paid to the Plaintiff towards Satisfaction of his Judgment.

In the principal Caſe the Court ſaid, that the Duke could not be deemed a Purchaſer until he had paid the 650 *l.* which remaining in the Duke's Hands, was Part of the perſonal Eſtate of the Bankrupt, and muſt be liable to his Creditors.

Wherefore, *per Curiam*, let the Aſſignees convey the Premiſes in Fee to the Duke of *Kent*, in the ſame Manner as the Bankrupt had articled to do, they ſtanding in his Place; and in Conſideration of this, let his Grace pay the 650 *l.* to the Aſſignees, for the Benefit of the Creditors; and as to the Plaintiff Mr. *Orlebar*, the Judgment Creditor, he muſt come in for a Proportion only with the reſt of them.

Ex parte Ryswicke. 2 *Peer Will.* 89. *Hil.* T. 1722, Lord *Macclesfield.*

A. draws a Bill payable to *B.* on *C.* in *Holland* for 100 *l.* *C.* accepts it; afterwards *A.* and *C.* become Bankrupts, and *B.* receives 40 *l.* of the Bill out of *C*'s Effects, after which he would come in as a Creditor for the whole 100 *l.* out of *A*'s Effects. *B.* permitted to come in as a Creditor for 60 *l.* and the Maſter directed to ſee whether the other 40 *l.* was paid out of *A*'s Effects in *C*'s Hands, or out of *C*'s own Effects; if the latter, then *C.* is a Creditor for this 40 *l.* alſo, but if out of *A*'s Effects, then the 40 *l.* of the 100 *l.* is paid off.

Ex Parte Lefebure, 2 *Peer Will.* 407. *Eaſter* Term. 1727. L. C. *King.*

A. gives a Promiſſary Note for 200 *l.* payable to *B.* or Order, *B.* endorſes it to *C.* who endorſes it to *D.* *A. B.* and *C.* become Bankrupts, and *D.* receives five Shillings in the Pound, on a Dividend made by the Aſſignees againſt *A. D.* ſhall come in as Creditor for 150 *l.* only out of *B*'s Effects, and if *D.* paid Contribution Money for more than 150 *l.* it ſhall be returned.

Francis Venaker Eſq; v. *Edw. Naſh* Eſq; & *al.* *Finche*'s Rep. in *Chan. f.* 60. *Hil.* 1673. 25 *Car.* II.

Francis Venaker Eſq; (Son and Heir and alſo Executor of *Nicholas Venaker*, his Father) Plaintiff, ſued the Commiſſioners and Aſſignees of a Statute of Bankruptcy againſt one *Shelbury*, to be let in to pay his Contribution Money, and to have a proportionable Benefit of the Bankrupt's Eſtate with the reſt of the Creditors.

The Caſe was, that *Shelbury*, who was a Scrivener, and Agent for the Plaintiff's Father, had got ſeveral thouſand Pounds of the Father's Money in his Hands, for which he had only *Shelbury*'s ſingle Bond, on ſome of which he got Judgment and Execution on *Shelbury*'s Goods, which were appraiſed, and Part thereof came to the Father's Poſſeſſion in his Life-time, or to his Bailiff after his Death, and were ſold by them. That a Commiſſion of Bankruptcy was ſued out againſt the ſaid *Shelbury* by the Defendants, who pretended that *Shelbury* had committed an Act of Bankruptcy before the Father had obtained any Judgment againſt him.

That *Leeſon* and *Naſh* had brought ſeveral Actions againſt the now Plaintiff and his Truſtees, in three of which Actions they were nonſuited; that in another Action he had obtained a Verdict for 920 *l.* ſince which the Plaintiff, before any Aſſignment of the Bankrupt's Eſtate, hath offered to pay his Contribution Money, being a Creditor for above 6000 *l.* The Commiſſioners inſiſt that they found *Shelbury* a Bankrupt before the Father's Judgment, and the Aſſignees ſay that they have recovered againſt the Plaintiff 53 *l.* Damages, in an Action of *Trover*, for *Shelbury*'s Goods in his Hands, &c. But now the Council for the Plaintiff offering that he ſhould ſtand in his Father's Stead, and be accountable for all that the Father had received of the Bankrupt's Eſtate, and that he ſhould pay a reaſonable Proportion of Contribution Money, ſo that he might be let into the Statute, which Offers *the Court decreed* ſhould be accepted, and he admitted a Creditor accordingly.

Ebſworth & *al.* a. *John Kent* & *al.* *Finch*'s Rep. 326 *Mich.* 1677 29 *C.* II.

The Plaintiffs lived in *Glouceſterſhire*, where alſo one *Blithe* lived, who owed them Money, and having committed ſome Acts of Bankruptcy, he afterwards came to an Account with the Plaintiffs, and ſold them ſeveral Parcels of Goods in Satisfaction of their Debts.

The Defendants lived in *London*, to whom alſo the ſaid *Blithe* was indebted; and they having employed a Perſon to diſcover his Eſtate in the Country, and how it had been diſpoſed, and to procure the ſame to be

be diſtributed equally amongſt all his Creditors; it was at laſt agreed amongſt them, that the Plaintiff ſhould wave the Diſpoſal of the Goods to them already made by the ſaid *Blithe*, and that they ſhould have an equal Diſtribution with the Defendants, in Proportion to their reſpective Debts; and for that Purpoſe, that a Commiſſion of Bankruptcy ſhould be taken out at *London*, and executed there, and all the ſaid Debts put in *Hotchpot*.

Accordingly a Commiſſion was executed at *London*, but without giving Notice thereof to the Plaintiffs, or any Commiſſioners ſent into the Country, to join with the others therein, in order to a perfect Diſcovery of the ſaid *Blithe*'s Eſtate, as agreed on.

And afterwards the Defendants prevailed with the Commiſſioners in *London*, within a Month after the Execution of the Commiſſion, to make an Aſſignment and Dividend of the ſaid Bankrupt's Eſtate, contrary to the ſaid Agreement: intending thereby to exclude the Plaintiffs; and now refuſe to let them come in for their Shares, though they have offered to pay their Contribution Money, and Proportion of the Charges of the Commiſſion; but have brought Actions of *Trover* for the Goods ſo ſold and delivered by the ſaid *Blithe*.

To be relieved againſt which Actions, the Plaintiffs have brought this Bill; and that the ſaid Agreement might be performed, and the Dividend made amongſt the Defendants be ſet aſide, and that the Plaintiffs may be let in to have an equal Diſtribution with them.

All which Matters appearing to the Court, though the Defendants denied the ſaid Agreements, yet ſuch Relief was decreed, as the Plaintiffs had prayed.

Mich. 7 *Geo.* II. *Braſſey* a. *Dawſon*, K. B. before Lord *Raymond.*

An Action was brought by the Plaintiff (an Aſſignee under a Commiſſion of Bankruptcy) againſt the Commiſſioners of Land Tax. In this Caſe, one *Farlow* was a Collector of the Land Tax, and had collected a great deal of Money for the publick Uſe, and on *July* 7, 1731, abſconded, and became a Bankrupt; and on the 16th of the ſame Month and Year, the Commiſſioners brought their Warrant, and ſeized his Goods, &c. after a Commiſſion was taken out, and Aſſignees appointed. This Caſe was tried before Lord *Raymond*, and Verdict given for the Plaintiff, ſubject to the Opinion of this Court.

Serjeant *D.* The only Queſtion in this Caſe is, whether the Act of Bankruptcy ſo took away the Property of the Goods before Aſſignment, ato m ake them ceaſe to be his?

C. J. If an Extent be iſſued out, nay, only *teſted*, before the Goods, &c. are aſſigned, that Extent will be good.

D. That is a prerogative Caſe, but this is in the Caſe of a private Perſon. In *C. B.* in *London*, 3 *Geo.* II. *Andrews* and Sir *Matthew Decker*'s Caſe was tried at *Niſi Prius*, before Chief Juſtice *Eyre*, and the Action was brought againſt Sir *Matthew* for a falſe Return to a *Fieri Facias, viz. nulla bona.* It appeared on Evidence, that Goods of the Defendant were in the Houſe at the Time of the *Return*, but that the Party whoſe Goods were to be taken, became a Bankrupt before the Writ was delivered to the Defendant, and that a Commiſſion was iſſued againſt him, but his Goods were not aſſigned over by the Commiſſioners. Here the Commiſſion was held to be a ſufficient Proof of his being a Bankrupt.

Serjeant *E.* This Caſe concerns the Crown, and therefore the Property is not altered till the Aſſignment, and an Extent in Aid executed before the Aſſignment, is good; ſo in 3 *Keb.* 14. The Crown is not bound by Statutes relating to Bankrupts; ſo Sir *William Jones* 203. An Extent and a Warrant from the Commiſſioners of the Land Tax, alter only the Manner of collecting the Money of the Crown. By the Statute of 3 *Geo.* II. fol. 25. if any Collector refuſes to pay the Money which he has collected, any Commiſſioner may commit him, and ſeize his Eſtate; and this is a new Law, and ſhall controul all the former Reſolutions. 3 *Lev.* 69. 191. *S. C.*

D. This Caſe does not concern the Crown; for by the Statute 3 *Geo.* II. fol. 18. it appears, that the Seizure of the Collector's Eſtate is for the Benefit of the Pariſh, which is anſwerable for the Money at all Events; therefore the Pariſh is to return to the Commiſſioners ſubſtantial Men to be Collectors and Aſſeſſors, and the Money collected comes not to the Crown till it is paid into the Hands of the Receiver.

C. J. In this Caſe are two Queſtions, the firſt is, whether if this be the Caſe of a private Perſon, what Effect an Act of Bankruptcy has on the Goods in that Caſe, before an Aſſignment? In the Caſe of a private Perſon, there is no actual Veſting the Bankrupt's Eſtate before Aſſignment, becauſe the Commiſſioners have only a Power of Diſpoſal; but after Aſſignment they veſt to many Purpoſes by relation from the Time of the Bankruptcy, as to avoid the Acts done by the Bankrupt himſelf; and therefore I think if a Judgment be given againſt one before a Bankruptcy, and the Execution be compleatly executed by Sale of the Goods and Payment of the Money over before the Aſſignment, that the Execution will be good.

good. But here in the Caſe of a private Perſon, the Execution would not be completed, for the Goods were not diſpoſed of by the Officer before the Aſſignment; and then I think this Commiſſion will overreach it. So the Queſtion is, whether this is a prerogative Caſe? and it ſeems to me that it is; for though the Money when levied is to be applied to the publick Uſe, yet it is always conſidered as Money of the Crown; therefore it is always recovered by the Prerogative Power, and I think it hard to imagine, that the ſummary Remedy given to the Commiſſioners by the Statute of 3 *Geo.* II. ſhould put the Crown in a worſe Caſe than it was before; and if an Extent in this Caſe had been ſued out, the Goods would have been bound even from the *Teſt* of it; and there could be no Relation.

The Queſtion here is, whether this Warrant can have the ſame Effect as an Extent would have had? As to the Pariſh being liable, that makes not leſs the Money of the Crown than before, for that is only giving the Crown a double Security for the Money. And in the Caſe of *Box* and *Norton*, it was held, that an Extent and Execution, after Aſſignment, would be good: The other Judges ſaid little to it. See *Salkeld*, 111. contrary to *Andrews*'s Caſe, cited by *Darnall*, and *per Curiam.* It was ordered to ſtand over.

1 *Vent.* 267. *Mich.* 1684. *Chapman* a *Tanner.*

A. ſells Land to *B.* who afterwards becomes a Bankrupt, Part of the Purchaſe Money not being paid. *A.* ſhall not be bound to come in as a Creditor under the Statute, but the Land ſhall ſtand charged with the Money unpaid, though no Agreement for that Purpoſe.

Eaſter Term. 13 *W.* III. *Holt* at *N. P.*

If there be an Act of Bankruptcy committed, and a Creditor obtains a Judgment ſubſequent to it, now the Judgment is thereby avoided.

2 *Cro.* Rep. 127. *Osborn & al.* a. *Churchman.*

A. and *B.* were Sureties for *C.* for the Payment of ſome Money, and had Counter-Bonds to ſave them harmleſs; the Money was not paid at the Day, and the Sureties paid it, and afterwards *C.* became Bankrupt; the Queſtion was, whether they were Creditors within the Statute, and it was reſolved that they were; and ſo it has been determined in ſeveral ſubſequent Caſes.

No Commiſſion of Bankruptcy can remove or carry away any Goods belonging to a Bankrupt, till all the Rent due to a Landlord is paid, although there be ſeveral Years in Arrears, provided the Landlord ſeizes for Rent before the Goods are removed, but if the Landlord does not ſeize before the Commiſſion takes the Goods off the Premiſes, he muſt then come in as a Creditor with the reſt of the Bankrupt's Creditors.

Alſo if there are not ſufficient Goods upon the Premiſes to pay the Landlord's Rent, he can only take what Goods there are, and after they are appraiſed and ſold, as the Law in Caſes of Diſtreſs for Rent, directs, then the Landlord may come in as a Creditor for the Rent remaining due, with the reſt of the Creditors.

All Debts due to the Crown are preferable, and to be paid before any others, except where an Eſtate or Intereſt is incumbred, conveyed, or conſigned, prior to ſuch Debts due to the Crown; and in the Caſe of a Landlord, where a Year's Rent is to be retained before an Extent can take Place.

And in the Caſe of a Commiſſion of Bankruptcy, if an Extent is taken out the ſame Day and executed with the Commiſſion, the Extent ſhall take Place, and carry away the Effects before the Commiſſion; and according to the Caſe of *Braſſey* and *Dawſon* (hereafter mentioned) an Extent ſhall take Place from the *Teſt* of the Writ, though not executed till ſome Days after a Commiſſion of Bankruptcy; and notwithſtanding an immediate Aſſignment has been made of the Eſtate and Effects.

But if an Aſſignment is made before the Execution, or the *Teſt* of the Extent, ſuch Aſſignment takes Place before the Crown, and the Crown can then only come in as a Creditor, *pari paſſu*, with the reſt of the Bankrupt's Creditors; which the following Caſes will make appear.

Monk a *Clayton.* 3 *Keb.* 14 *Eaſter* 24. *Car.* II. *Mod.* Rep. 93. pl. 1.

Mr. Sollicitor prayed the King's Proceſs might take Place againſt the Aſſignee of Commiſſioners, the Defendant being a Bankrupt; which by the Court cannot be, unleſs Seizure be made and returned by Inqueſt before the Aſſignment; alſo this being not an immediate Debt, but in Aid of Receivers, who were jointly bound with *Monk*, the Court refuſed to deliver Money, till an Inqueſt be returned of this particular Debt, though *Clayton* himſelf was Sheriff, and would return none; and an Adjornator till Notice to the King's Attorney.

Monk a. *Clayton. Mich.* 24. *Car.* II.

Mr. Attorney *Finch* prayed, that Money of the Plaintiff's, being a Bankrupt and an immediate Debtor to the King, by Returns of Money from the Commiſſioners of the Exciſe (which in Truth was from one *Thiſtlewait* a Collector) might not be delivered out of the Court to the Aſſignee of the

the Commiſſioners. On *Norwich*'s Caſe 4 *Car.* I. in the *Exchequer*, that the King in ſuch Caſe ſhall be firſt ſatisfied; contrary, where his Debt is but in aid of another. But it was not allowed, but the Money ruled to be delivered to the Aſſignees, and that the King may by *Scire Facias* againſt them recover it.

5 *Geo.* II. C. 30. S. 26.

The Commiſſioners ſhall forthwith, after they have declared the Perſon a Bankrupt, cauſe Notice thereof to be given in the *Gazette*, and ſhall appoint Time and Place for the Creditors to meet (which Meeting for the City of *London*, and all Places within the Bills of Mortality, ſhall be at *Guildhall)* in order to chuſe Aſſignees; at which Meeting the Commiſſioners ſhall admit the Proof of any Creditor's Debt that ſhall live remote from the Place of ſuch Meeting, by Affidavit or ſolemn Affirmation, and permit any Perſon duly authorized by Letter of Attorney (Oath or Affirmation being made of the Execution thereof, either by an Affidavit ſworn, or Affirmation made before a Maſter in *Chancery*, ordinary or extraordinary, or before the Commiſſioners *viva voce*; and in Caſe of Creditors reſiding in Foreign Parts, ſuch Affidavits or Affirmations to be made before a Magiſtrate, where the Party ſhall be reſiding, and ſhall, together with ſuch Creditors Letters of Attorney, be atteſted by a Notary Publick) to vote in the Choice of Aſſignees, in the Place of ſuch Creditor.

An Oath of a Creditor for proving his Debt before the Commiſſioners.

'YOU ſhall ſwear that *C. D.* late of, &c. at the Time of his becoming a Bankrupt, was juſtly and *bona fide* indebted to you in the Sum of, &c. and that you have not ſince that Time been any ways paid or ſatisfied for the ſame, or any Part thereof.'

Note, Every Man is to ſubſcribe his Debt, and the Commiſſioners are to enquire whether the Debts were contracted during the Trade.

Where Copartners are Bankrupts, having joint and ſeparate Eſtates and Creditors.

Ruſhworth a. *Hodſon.* 2 *Show.* Rep. 103. *Eaſter* Term 32 *Car.* II. *Nelſon.* *Lutw.* 85. 219, 135.

OF two Partners, Brewers, the one becomes Bankrupt, and the whole Debt was aſſigned over; but it was reſolved that the Aſſignee ſhould only recover a Moiety, becauſe only one Moiety paſt by the Aſſignment.

If there are Accounts between two Merchants, and one of them becomes Bankrupt; the Courſe is not to make the other, who perhaps upon ſtating the Accounts, is found indebted to the Bankrupt, to pay the whole that was originally intruſted to him, and to put him for the Recovery of what the Bankrupt owes him into the ſame Condition with the reſt of the Creditors, but to make him pay that only which appears due to the Bankrupt on the Foot of the Account, *otherwiſe it will be for Accounts betwixt them, after the Time of the other's becoming Bankrupt*, if any ſuch were.

Gibſon. Per *North* C. J. 1 *Mod.* Rep. 215. *Trin.* Term. 28 *Car.* II. *B. R.*

If there be ſeveral joint Partners, and a Perſon has Dealings generally with one of them in Matters concerning their joint Trade, whereby a Debt becomes due to the ſaid Perſon, *it ſhall charge them jointly, and the Survivors of them:* But if in Caſe the Perſon had rather deal with one of them upon his own ſeparate Account, he muſt make his Agreement ſpecially; in which Caſe the Debt ſhall be only his and his Executors, and ſhall not ſurvive.

At *Niſi Prius*, C. *Holt.* 13 *Will.* III. C. in *B. R.* 446.

If one or more of the joint Traders become Bankrupt, his or their Proportions only are aſſignable by the Commiſſioners, to be held in common with the reſt who were not Bankrupts.

If there be an Act of Bankruptcy committed, and a Creditor obtains Judgment ſubſequent to it, then a Commiſſion is taken out; now the Judgment is thereby avoided.

If there be ſeveral joint Traders, Payment to one of them is Payment to all. So if they all, except him to whom the Payment was made, were Bankrupts, the Payment is only unavoidable as to his Proportion. And if there be four Partners, whereof three are Bankrupts, and their Shares aſſigned, and a Payment is made to him that was no Bankrupt, it is a Payment to all the Aſſignees, for now they are all Partners.

A. and *B.* became Partners in ſome Iron Mills, and ſome time after *A.* alledged that *B.* had not brought in his Proportion of the Stock, and had waſted the joint Stock, for which he brought a Bill againſt him to be relieved, and the Matter by Conſent was referred, and the Referree awarded that *B.* ſhould (in Conſideration of the above Allegations being proved) deliver to *A.* what remained of the Joint-Stock, and the Leaſe of the Iron Mills to be by him enjoyed to his own Uſe, and general Releaſes to be given; which Award, after Exceptions taken to it, was afterwards

Whitccre a. *Pawlin.* 2 *Vern. Eaſter* Term, 1691.

confirmed and decreed by the Court. *B.* was afterwards found a Bankrupt, and the Plaintiff being a Creditor to him by Bond had an Aſſignment made to him by the Commiſſioners, and brought a Bill to have an Account of *B*'s Eſtate that came to the Hands of *A.* and alledged if any ſuch Award was made, it was after ſuch Time as *B.* became a Bankrupt; but there appearing no Fraud in the obtaining of the Award, and the ſame being in an adverſary Cauſe, and the Award afterwards excepted to, *&c.* although *B.* might be then a Bankrupt, yet not being known ſo to be at the Time of the Award, the Court decreed ſuch Award ought to ſtand. *Quere*, if the Decree upon a Rehearing was not reverſed?

Richardſon a. *Goodwin*, &c. 2 *Vern.* 292. *Trin.* Term. 1693.

A. B. and *C.* were Partners in Trade, and *C.* embezzles the Joint-Stock, contracts private Debts, and becomes a Bankrupt: The Commiſſioners aſſign the Goods in Partnerſhip, and *A.* the Plaintiff brought a Bill for an Account, and to have the Goods ſold to the beſt Advantage, and inſiſted that out of the Produce of them, the Debts owing by the Joint Trade ought firſt to be paid, and that out of *C*'s Share Satisfaction muſt be made for what he had waſted; and that the Aſſignees could be in no better a Caſe than the Bankrupt, and were entitled only to what this third Part would amount unto, clear, after Debts paid, and Deductions for his Embezzlement. And the Court ſeemed to be of that Opinion; but ſent it to a Maſter to take the Account and ſtate the Caſe.

See the Caſe of *Goſs* and *Dufreſnay*, poſt.

A. and *B.* being joint Traders, a Commiſſion of Bankruptcy iſſued againſt them; their ſeparate Creditors applied by Petition, that they might be let in for their Debts upon the reſpective ſeparate Eſtates of the Bankrupts, under that joint Commiſſion, as the ſeparate Eſtates were of ſmall Value, and would not bear the Charge of taking out two new Commiſſions againſt them reſpectively.

Ex parte Crowder. 2 *Vern.* 706. *Mich.* Term, 1715.

The Lord Chancellor ordered them to be let in to prove their ſeparate Debts upon the joint Commiſſion, they paying Contribution to the Charge of it; and directed, that as the joint or partnerſhip Eſtate was firſt to be applied to pay the partnerſhip Debts; and as ſeparate Creditors are not to be let in upon the joint Eſtate, until all the joint Debts are firſt paid; ſo likewiſe the Creditors to the Partnerſhip ſhall not come in for any Deficiency of the joint Eſtate, upon the ſeparate Eſtate, until the ſeparate Debts are firſt paid.

Ex parte Cooke. 2 *Peer Will* 500. *Mich.* Term. 1728. L. C. *King.*

Two joint Traders becoming Bankrupts, there is firſt a joint Commiſſion taken out, and the Commiſſioners aſſign the real and perſonal Eſtate of them both, or either of them; and afterwards ſeparate Commiſſions are taken out againſt them, and an Aſſignment is made by the Commiſſioners of theſe Commiſſions to other Aſſignees, and theſe apply by Petition to the Court, that they might be at Liberty to ſue at Law for the ſeparate Eſtates; but the Lord Chancellor decreed, that the Aſſignment made by the Commiſſioners upon the joint Commiſſion, paſſes as well the ſeparate as the joint Eſtate of the two Bankrupt Partners, therefore the Aſſignees on the ſeparate Commiſſions, can make nothing of their Action at Law, and he would not ſuffer them to ſpend the Eſtate in vexatious Suits there, but if they would join in a Bill in Equity for an Account of the ſeparate Eſtates, he would not hinder them.

2 *Vern.* 706. *Ex parte Crowder*, as mentioned before.

It is ſettled, and is a Reſolution of Convenience, that the joint Creditors ſhall be firſt paid out of the partnerſhip or joint Eſtate, and the ſeparate Creditors out of the ſeparate Eſtate of each Partner; and if any Surplus of the joint Eſtate, beſides what will pay the joint Creditors, ſhall be applied to pay the ſeparate Creditors; and if a Surplus of the ſeparate Eſtate, beyond what will ſatisfy the ſeparate Creditors, it ſhall go to ſupply any Deficiency that may remain as to the joint Creditors: But for the Eaſe of both Parties, let it be referred to a Commiſſioner in each Commiſſion, to take an Account of the whole partnerſhip Effects, and the ſeparate Eſtate and Effects of each of the Partners; and if the Commiſſioners find any thing difficult, they are to ſtate it ſpecially; and with regard to the Surplus of the partnerſhip Effects, beyond what will pay the partnerſhip Debts, and the Surplus of the ſeparate Effects, if any, above what will pay the ſeparate Debts, each ſide to apply to the Court for ſuch Surpluſſes.

Holt Rep. 2. *Sal.* 59. 61. *Eaſter*, 7 *W.* III.

If there are two joint Traders and one of them becomes a Bankrupt,

The Commiſſioners cannot meddle with the Intereſt of the other, for it is not affected by the Bankruptcy of his Companion.

per *Holt* C. J. *Widdows* and *Berman.* *Craven* & *al.*

The Defendant *A.* being indebted to the Plaintiffs, became bound to them in ſeveral Bonds; and the ſaid *A.* and the Defendant *B.* were for ſe-

and *Knight.* *Chan.* Rep. *Eaſter* Term, 25 *Car.* II.

veral Years Copartners, by whoſe Articles of Copartnerſhip *A.* was entitled to two Thirds of the whole Stock, and *B.* to one Third: The ſaid *A.* and *B.* became Bankrupts, and a Commiſſion was awarded againſt them; the Commiſſioners of the ſaid Bankrupts aſſigned all their Eſtate to the Defendant *C.* and others, refuſing to let the Plaintiffs (Creditors of the Bankrupts) come in, and intend to divide the Eſtate among the joint Creditors of both the Bankrupts, by Reaſon whereof the Plaintiffs Debts will be utterly loſt.

The Defendant inſiſts, that it was agreed by Indentures of Copartnerſhip, that all ſuch Debts as ſhould be owning on the joint Account, ſhould be paid out of the joint Stock, and at the End of the Partnerſhip, each Copartner take and receive to his own Uſe his Share of the joint Stock; and that the joint Stock or Trade ſhould not be charged with the private or particular Debts of either of the Partners, but that each ſhould pay their private Debts out of their particular Eſtates not included in the joint Stock; that if both of the ſaid Parties ſhould be living at the End of the firſt three Years, of the ſix Years, that the ſaid *B.* ſhould come in joint Partner accordingly; and during the ſaid joint Trade, the Copartners became jointly indebted to the other Defendants *C.* &c. in 6000*l.* and that *A.* became indebted to the Plaintiffs as aforeſaid, without the Conſent of *B.* and the Money due upon the ſaid Bonds was not brought into the Account of the joint Stock; and the ſaid *A.* was only a Surety, and received none of the Money; and the Defendants inſiſted that the joint Creditors ought to be firſt paid out of the Eſtate in Partnerſhip, and that the Commiſſioners have no Power to grant the joint Eſtate to pay the Plaintiffs, they being ſeparate Creditors of *A.* and if a Surplus of the joint Eſtate, after the joint Creditors paid, then the Plaintiffs can have but a joint Moiety of ſuch Surplus towards their Satisfaction, the ſaid *B*'s Moiety not being liable to pay the ſaid *A.* his ſeparate Debts; and the Debts then claiming were the proper Debts of the ſaid *A.* and yet after all the joint Debts are paid, there will be an Overplus, ſo that thereby the ſaid *B.* will be diſcharged and have Money paid unto him; but if the Plaintiff and other ſeparate Creditors of *A*'s be admitted to the joint Eſtate, there will not be ſufficient to pay the joint Creditors, ſo that thereby not only *B*'s Eſtate will be applyed to pay *A*'s Debts, but will be liable to the joint Creditors: But there can be no Diviſion of the joint Eſtate, whereby to charge any Part thereof with the private Debts of either Party; and till the joint Debts are paid, and till Diviſion made of the Surplus, both Parties are alike intereſted in every Part of the ſaid joint Stock; that the Commiſſioners have no Power by the Commiſſion to adminiſter an Oath to the Plaintiffs for Proof of their Debts, they claiming Debts from the ſaid *A.* only, and the Commiſſion is againſt *A.* and *B.* jointly, and not ſeverally; and therefore cannot admit the Plaintiffs Creditors.

The Court declared, that the Eſtate belonging to the joint Trade, as alſo the Debts due from the ſame, ought to be divided into Moieties, and that each Moiety of the Eſtate ought to be charged in the firſt Place with a Moiety of the ſaid joint Debts; and if there be enough to pay all the Debts belonging to the joint Trade, with an Overplus, then ſuch Overplus ought to be applied to pay the particular Debts of each Partner; but if ſufficient ſhall not appear to pay all the joint Debts, and if either of the ſaid Partners ſhall pay more than a Moiety of the ſaid joint Debts, then ſuch Partner is to come in before the ſaid Commiſſioners, and be admitted as a Creditor for what he ſhall ſo pay over and above the Moiety; and was decreed accordingly.

28 *March*, 1734. *Peter Goſs.* and *John Neaulme* Plaintiffs, *Sam. Dufreſnay* & *al.* Complainants.

Four Bookſellers entered into Partnerſhip for carrying on a joint Trade, and being then all in *Holland*, according to the Cuſtom of the Country, appeared before a Notary, and executed Articles of Copartnerſhip, declaring jointly and ſeparately, that each had advanced 24600 Guilders, Total 98400 Guilders, which Sum was to pay all the Debts they had then contracted, as mentioned in an Inventory; but no Debts ſhould be paid not mentioned in the ſaid Inventory, nor any Debts which either of the Copartners might contract on his own private Account; that a Sum agreed on between them ſhould be allowed for Maintenance; and that all Loſs and Gains ſhould be equally ſhared and borne, with other uſual Covenants.

The Copartnerſhip was carried on from *November* 1725, to *May* 1728, when one of the Partners, for a Sum agreed on to be paid him, quitted and releaſed his Claim to the other three, between whom the Articles were continued and carried on, on the firſt Foot, and one of them was intruſted with the Goods in Shop and Warehouſe.

But he became profuſe, and embezzled the copartnerſhip Stock, and applied the ſame to his own Uſe, and ſuffered the partnerſhip Debts to be unpaid; and having contracted private Debts on his own Account, became a Bankrupt, and a ſeparate Commiſſion was taken out againſt him.

 The

The Meſſenger took Poſſeſſion of the partnerſhip Goods, and the Commiſſioners executed an Aſſignment to the Defendants, who in Conſequence thereof took Poſſeſſion of the partnerſhip Goods and Books, and received ſeveral of the partnerſhip Debts, and were getting in the reſt, with an Intention to apply them to the Payment of the ſeparate Creditors, whereas the Goods are copartnerſhip Goods, and ought to be applied to pay the copartnerſhip Debts, and to make the Plaintiffs Satisfaction for what the Bankrupt had embezzled for his own ſeparate Uſe, and the Reſidue to be divided into equal Parts, two Thirds to the Plaintiffs, and one Third to the Bankrupt, to which he is entitled, and is to be Part of his ſeparate Eſtate: This was the Prayer of the Plaintiffs Bill, as that the Defendants may be reſtrained from ſelling any Part without the Plaintiffs Concurrence.

The Aſſignees admit the Bill, and the Articles, that they have taken Poſſeſſion and ſold ſome of the Stock with Conſent of the Plaintiffs, and have ſet forth an Account in the Schedule to their Anſwer, of the Stock, and ſubmit to apply the Eſtate as the Court ſhall direct; and his Lordſhip was pleaſed to decree as follows:

Lord *Talbot*'s Decree.

1. That it ſhould be referred to Mr. *Lightbourn* to take an Account of the Partnerſhip Debts received by the Plaintiffs in *Holland*.

2. To take an Account of the partnerſhip Eſtate in *England*, received by the Aſſignees, or any for their Uſe.

3. To take an Account of the partnerſhip Debts owing by the Bankrupt and the Plaintiffs.

4. To cauſe an Advertiſement for the joint Creditors of the Bankrupt and Plaintiffs to come in and prove their Debts.

5. To take an Account of what Embezzlements the Bankrupt has made of the Copartnerſhip Eſtate; and in taking Accounts, Plaintiffs and Defendants to be examined on Oath, to produce all Books, *&c.* and to have all juſt Allowances.

6. That what the Maſter ſhall certify the Copartnerſhip Debts ſhall amount to, ſhall, in the firſt Place, be paid by the Plaintiffs and Defendants to the joint Creditors in Proportion to their Debts, and as far as the Copartnerſhip Eſtate in their Hands will extend.

7. That if it ſhall appear any of the Partnerſhip Eſtate remains in the Plaintiffs and Defendants Hands, after the Partnerſhip Debts are paid, then the Maſter to divide the ſame into Three Parts.

8. And the Plaintiffs are to take Two Thirds, and out of the Bankrupt's one Third Part, they are to take what it ſhall appear he has embezzled of the Partnerſhip Eſtate.

9. And if there ſhall be any Reſidue of the Bankrupt's Third Part, after the Partnerſhip Debts, and the Bankrupt's Embezzlements are ſatisfied, then the ſame is to be paid to or retained by the Aſſignees for the Benefit of the Bankrupt's ſeparate Creditors.

10. The Maſter may ſtate any Thing ſpecially; and all Parties are to be paid their Coſts of this Suit out of the Co-partnerſhip Eſtate, to be taxed by the Maſter.

On the 11th of *September*, 1742, a joint Commiſſion iſſued againſt *Peter Powell* and *Peter Powell* the Younger, of *Exeter*, and the Commiſſioners executed an Aſſignment of the Eſtate and Effects to the Aſſignees that were choſen, and they by Virtue of the ſaid Aſſignment, poſſeſſed themſelves of all the joint and ſeparate Eſtate of the Bankrupts.

Dec. 23, 1742, Lord *Hardwicke*'s Order.

And the ſaid Bankrupts, having ſeveral ſeparate Creditors, they, the ſaid Creditors, in a Petition to the Lord Chancellor, ſet forth their ſaid ſeveral ſeparate Debts, and that they had applied to the Commiſſioners to be admitted Creditors, which they refuſed, as this was a joint Commiſſion, and they therefore prayed, that they might come in and prove their Debts under the ſaid joint Commiſſion, and that the Commiſſioners might take joint and ſeparate Accounts, of the joint and ſeparate Eſtates; and that what ſhould be found on ſuch Accounts to belong to the ſeparate Eſtates, might be applied by the Aſſignees towards Satisfaction of the reſpective ſeparate Creditors; and that the Petitioners might be paid their Coſts of the Application by the Aſſignees.

Upon which Petition, his Lordſhip ordered as follows:

1. Let the Commiſſioners give Notice in the *London Gazette*, appointing a Time and Place, when and where the ſeparate Creditors of each of the Bankrupts are to be at Liberty to prove thoſe Debts under the joint Commiſſion.

2. Let the Commiſſioners take ſeparate Accounts of the joint and reſpective ſeparate Eſtate of the Bankrupts, come to the Aſſignees Hands, or of any others by their Order, or for their Uſe, diſtinguiſhing the joint and ſeparate Eſtate of *Peter Powell*, as alſo

alſo the joint and ſeparate Eſtate of *Peter Powel* the younger, from each other.

3. That what on ſuch Account ſhall belong to the Bankrupts joint Eſtate, ſhall be applied by the Aſſignees towards Satisfaction of the joint Creditors; and in caſe there ſhall be any Surplus of the joint Eſtate, after all the joint Creditors ſhall be paid their whole Demands, then the Moiety of the Surplus is to be carried to the Account of the ſeparate Eſtate, and to be applied to ſatisfy the ſeparate Creditors reſpectively.

4. And if there is any Surplus of the ſeparate Eſtates, after all the ſeparate Creditors ſhall be paid their whole Demands, then ſuch Surplus of the ſeparate Eſtates, or either of them, is to be carried to the Account of the joint Eſtate, and to be applied towards Satisfaction of the joint Creditors; and let the reſpective ſeparate Eſtates bear a proportionable Part of the Charge of ſuing out the Commiſſion, and executing it, to be appointed by the Commiſſioners; and let the Coſts of this Application be paid the Petitioners by the Aſſignees out of the Bankrupts ſeparate Eſtate; and let it be referred to Mr. *Bennet* to tax the Coſts, if the Parties cannot agree.

2 *Feb.* 1742. The Caſe of Mr. *William Criſpe.*

On this Day a ſeparate Commiſſion of Bankruptcy was taken out againſt *William Criſpe*, by *William Perritt*, Plaiſterer. *Criſpe* was a Partner with *Edward Burnaby*, Eſq; and Captain *Barbett*, in the Undertaking of building of *Ranelagh* Amphitheatre, and this Debt which amounted to 426*l.* or thereabout, was Part of a Sum of Money due to *Perritt*, for Plaiſterer's Work done in and about the ſaid Amphitheatre.

Criſpe petitioned the Lord Chancellor to ſuperſede the Commiſſion, inſiſting that this was a joint Debt, and that he did not owe *Perritt* any thing on his ſeparate Account; and on the 18th of *Feb.* 1742, this Petition was heard before his Lordſhip, and on hearing Council on both Sides, and it not then appearing to his Lordſhip whether *Criſpe* was, or was not, a Bankrupt, his Lordſhip did order the Commiſſioners to execute a proviſional Aſſignment; and did direct an Iſſue to be tried in an Action of Trover before the Lord Chief Juſtice *Willes* in *London*, wherein the ſaid *William Criſpe* was to be Plaintiff, and ſuch Aſſignee Defendant, and in which the Point of Bankruptcy would come in Queſtion.

And on the 9th of *June*, 1743, the Cauſe was tried at the Sittings in *London*, and by a ſpecial Jury, between the ſaid *William Criſpe*, Plaintiff, and *William Perritt* (who was choſe proviſional Aſſignee) Defendant.

And the Iſſuing the Commiſſion, the joint Debt of *Perritt*, the Aſſignment, and an Act of Bankruptcy committed by *Criſpe*, was proved; and after his Lordſhip had clearly and fully ſummed up the Evidence to the Jury, it appearing to them to be a joint Debt, they were pleaſed to give a Verdict for the Plaintiff *Criſpe*, with 10*l.* Damages, and 40*s.* Coſts, and did not find him Bankrupt for this Debt. But a Point of Law ariſing, the laſt Clauſe made in the 10th Year of Queen *Anne* was read, which declares, that the Diſcharge of any Bankrupt by Force of any Acts relating to Bankrupts, from the Debts owing by him, at the time he became Bankrupt, ſhall not be conſtrued, nor was intended or meant, to releaſe or diſcharge any other Perſon or Perſons, who was or were Partner or Partners with the ſaid Bankrupt in Trade, at the Time he became Bankrupt, or then ſtood jointly bound with him for the ſaid Debts, from which he was diſcharged; but that notwithſtanding ſuch Diſcharge, ſuch Partners or joint Obligors with ſuch Bankrupts, ſhall be and ſtand chargeable with, and liable to pay ſuch Debts, and to perform ſuch Contracts, as if the ſaid Bankrupt had never been diſcharged from the ſame.

And the Caſe was drawn up, and approved of by the Lord Chief Juſtice for the Opinion of the Court of *Common Pleas.*

Where the Queſtion was, whether a ſeparate Commiſſion can be taken out for a joint Debt, which was learnedly ſpoke to on both Sides, but the Court came to no Opinion.

And it came again to be argued before the Lord Chief Juſtice *Willes* on the ſame Queſtion, when after hearing the Reaſons offered *pro* and *con*, by the learned Council; the Court gave Judgment, and the Lord Chief Juſtice delivered its Opinion; and his Lordſhip, Mr. Juſtice *Abney*, and Mr. Juſtice *Burnet*, were all of Opinion, from the Caſes which had been cited, and the Reaſons and Precedents that had been laid before them, that the Commiſſion was regularly iſſued, and that a joint Creditor had a Right to take out a ſeparate Commiſſion, and therefore made the following Rule. 3 *Feb.* 1743.

William Criſpe againſt *William Perritt*; *ordered*, that the Verdict found for the Plaintiff be void, and that a Verdict be entered for the Defendant. 5 *May* 1743.

And on the 11th of *May*, 1744, *Perritt* preferred his Petition to the Lord Chancellor, ſetting forth the ſeveral Steps and Proceedings, and the Determination of the Court in this Caſe (and *Criſpe* having, purſuant to his Lordſhip's Order of the 18th of *Feb.*

1742,

1742, depoſited 100*l.* in the *Bank*, in the Name of the Accomptant-General, to be placed to the Credit of this Matter, and in order to ſtay all Proceedings under the Commiſſion) he therefore prayed his Lordſhip to diſcharge his Order of the 18th of *Feb.* 1742, and that the Commiſſioners might be at Liberty to proceed in the Execution of the Commiſſion, and that the 100*l.* paid into the *Bank* by *Criſpe*, might be paid him towards the Coſts which he had been put to, on Account of ſuing out the Commiſſion, and Proceedings at Law.

And on the 24th of *May* 1744, ſuch Petition was heard before his Lordſhip; and his Lordſhip, after hearing Council on both Sides, ordered that the major Part of the Commiſſioners named in the ſaid Commiſſion ſhould be at Liberty to proceed in the Execution thereof, and that the 100*l.* paid into the *Bank* of *England* ſhould be paid to *Perritt*, as Part of the Bankrupt's Eſtate and Effects.

And on the 26th of *May* 1744, *Criſpe* was declared a Bankrupt in the *Gazette.*

How far the Commiſſioners ſhall over-reach the Acts of a Bankrupt, from the Time of the Act of Bankruptcy committed.

1ſt, AS to the Bankrupt's receiving Debts due to to him from his Debtors.

2dly, As to his ſelling his Goods *bona fide.*

3dly, As to his ſelling and mortgaging his Lands.

4thly, As to his mortgaging or pledging his Goods.

5thly, As to his paying Debts.

1 *Jac.* I. c. 15.

And, 1ſt, A Bankrupt may receive his Debts after the Act of Bankruptcy, from ſuch Debtors as do not know him to be a Bankrupt, and the Payment will be good.

2 *Show.* 522. Caſes in *Chan.* 156. *Wagſtaff* and *Read.* 72. *Perrat* a. *Ballard.* where it ſeems to be taken that though Goods were bought and paid for, they may be recovered at Law, though not in Equity. *Fowl's* Caſe cited by Lord *North.* *Skin.* 149. 3 *Lev.* 58. 21.

2dly, All Perſons buying Goods of a Bankrupt, not knowing him to be ſo, and paying for them *bona fide*, ſhall be received in the Equity of the *Proviſo* 1 *Jac.* I. Cap. 15.

And Contracts where there is *quid pro quo*, the Bankruptcy ſhall not over-reach.

And the Reaſon is, that if it was otherwiſe, it would be a great Prejudice to Trade, inſomuch that it would not be carried on with any Safety, and the Law would be a Snare for the Innocent, and fair Contractor, who cannot poſſibly have any Notice of the Act of Bankruptcy; as the following Abſtract clearly determines.

19 *Geo.* II. p. 515.

The Preamble obſerves, that many Perſons within the Deſcription of, and liable to the Statutes concerning Bankrupts, frequently commit ſecret Acts of Bankruptcy unknown to their Creditors, and other Perſons with whom they have Dealings; and after committing thereof, continue to appear publickly, and carry on Buſineſs, by buying and ſelling of Goods, drawing, accepting, and negociating Bills of Exchange, and paying and receiving Money on Account thereof in the uſual Way of Trade, and in the ſame open Manner as if they were ſolvent and not become Bankrupt: and as the Permitting ſuch ſecret Acts of Bankruptcy to defeat Payments really made in the Caſes and Circumſtances abovementioned, where the Perſons receiving the ſame had no Notice of, or were privy to their having committed any Act of Bankruptcy, will be a Diſcouragement to Trade, and a Prejudice to Credit in general: *It is therefore enacted*, That after the 29th of *October*, 1746, no real Creditor of a Bankrupt, in reſpect of Goods ſold to, or Bills of Exchange really drawn, negociated, or accepted by ſuch Bankrupt in Courſe of Dealing, ſhall be liable to refund to the Aſſignees of the Bankrupt's Eſtate, any Money, which before the Suing forth of ſuch Commiſſion was really in the Courſe of Trade received by him of ſuch Bankrupt, before he had Knowledge or Notice of his becoming a Bankrupt, or being in inſolvent Circumſtances. p. 516.

2 *Show.* 522.

3dly, If a Man ſells or mortgages his Lands, the Bankruptcy will over-reach it, although the Purchaſer had no Notice of the Bankruptcy, if the Commiſſion iſſued within five Years after the Act of Bankruptcy, becauſe this is a Miſchief which does not immediately concern Trade, and he who buys Land, does it at his Peril, ſubject to all ſuch Incumbrances as Lands are liable to.

4thly, If a Man mortgages or pledges his Goods after an Act of Bankruptcy, the Commiſſion will over-reach it, becauſe the Mortgage or Pawning

Goods

Goods does not immediately concern Trade, as Buying and Selling does, and he who takes a Pawn does it at his Peril.

5thly, If a Bankrupt pays Debts after the Bankruptcy, the Aſſignees may recover again the Money; if it were otherwiſe it would be in the Power of the Bankrupt to prefer ſuch Creditors as he ſhould think fit, which is contrary to the Deſign of the Statutes concerning Bankrupts, which is to put all Creditors upon a Footing.

A remarkable Caſe, tried under a ſecond Commiſſion of Bankruptcy.

17 *May* 1735. ON this Day a Commiſſion of Bankruptcy iſſued againſt *William Kell* of *London*, Merchant, who was found a Bankrupt, and ſubmitted to the Statutes, and finiſhed his laſt Examination, but never obtained his Certificate under ſuch Commiſſion.

Afterwards he ſet up the Trade of a Diſtiller near *Maidenhead* in *Berkſhire*; and becoming acquainted with one *Aſhley*, they entered into a Copartnerſhip (on the 1ſt of *Auguſt*, 1741) to carry on the Trade of diſtilling and rectifying Molaſſes Spirits, for five Years or thereabouts, and during this Copartnerſhip, *Aſhley* took off all, or moſt of the Spirits which *Kell* diſtilled.

Afterwards ſome Diſputes ariſing between them, and *Kell* being Debtor to *Aſhley* on a ſeparate Account (excluſive of the Copartnerſhip) *Aſhley*, on the 2d of *July*, 1742, took out a ſecond Commiſſion againſt *Kell*, and was choſe ſole Aſſignee of his Eſtate and Effects; but *Kell* having in all Reſpects ſubmitted to the Statutes relating to Bankrupts, *Aſhley* and the reſt of *Kell*'s Creditors ſigned his Certificate under this ſecond Commiſſion, which was duly confirmed and enrolled; and *Aſhley* ſold back to *Kell* ſeveral Parcels of his Houſhold Goods, and Part of his Stock in Trade, as a Diſtiller; for Part of which Goods *Kell* paid *Aſhley* in Money, and for the Remainder, amounting in Value to 100*l.* or thereabouts, *Kell* gave *Aſhley* a Bond for 100*l.* dated the 28th of *October*, 1742, payable with Intereſt in ſix Months, at Five *per Cent.* and *Aſhley* promiſed to deal with *Kell* afterwards.

Then *Kell* again ſet up the Trade of a Diſtiller on his own Account, and *Aſhley* dealt with him, and paid him for two Parcels of Spirits, after the Rate of 4*s.* *per* Gallon, to the Amount 88*l.* 16*s.*

On the 4th and 28th Days of *April*, 1743, *Kell* ſent *Aſhley* two other Parcels of Spirits, at the ſame Price, amounting to 184*l.* 4*s.* and *Kell*'s Bond of 100*l.* being then due to *Aſhley*, and *Kell* being unwilling that this Bond ſhould be out againſt him, he deſired *Aſhley* to pay himſelf out of the Goods, for the Bond and Intereſt due to him, and only give him the Balance for the Spirits.

But inſtead of ſo doing, *Aſhley* in *Eaſter* Term, 1743, brings an Action againſt *Kell* for the 100*l.* and Intereſt due on the Bond, and holds *Kell* to Bail; and at the ſame Time by the Meſſenger under the Commiſſion, ſeizes the Spirits, amounting to 182*l.* 4*s.* as Aſſignee under the ſecond Commiſſion, and he inſiſted to retain the ſame, in Truſt for himſelf and the other Creditors of *Kell*, under the ſecond Commiſſion, by Virtue of the ninth Clauſe of 5 *Geo.* II. *Aſhley* proceeded in his Action, and *Kell* by way of Set-off to the Debt pleaded, that before the bringing of this Action, *Aſhley* was indebted to him in a much larger Sum, *viz.* in 184*l.* 4*s.* for Goods ſold and delivered, out of which Sum *Kell* was willing to allow the Principal and Intereſt due to *Aſhley* on his Bond; and upon this Iſſue was joined.

Mich. Term. 1743. Pending this Action *Kell* filed a Bill in Chancery againſt *Aſhley*, and prayed that *Aſhley* might diſcover, whether he had not agreed to purchaſe ſuch Goods of him, and if ſuch Goods did not come to his Poſſeſſion; and to be relieved in ſeveral other Matters complained of in ſuch Bill, and that *Aſhley* might be injoined from proceeding in ſuch Action.

To this Bill *Aſhley* put in Anſwer, in which he denied the Spirits were ever ſold to him, or that he ever promiſed to pay for them, and he inſiſted upon his Right of retaining them as Aſſignee under the ſecond Commiſſion by Virtue of the above-mentioned Clauſe, *Kell*'s Effects under the ſecond Commiſſion not amounting to pay fifteen Shillings in the Pound; but whether ſuch Goods were, or were not, rightly ſeized, he was adviſed was a Matter ought to be tried at Law, where *Kell* (if at all) had his Remedy; and the Court did not think proper to grant an Injunction, but ſent the Parties to Law, and then *Aſhley* proceeded in the Cauſe.

And on the 30 *November*, 1743, it was tried before the Lord Chief Juſtice *Lee* at *Guildhall.*

And upon the Argument of this Caſe, it was inſiſted by the Council for *Aſhley*, that theſe Goods were not the Property of *Kell*, and therefore that he could not ſell them; but that they came to *Aſhley*, as Aſſignee under the ſecond Commiſſion.

That *Aſhley* had the Spirits, but not as a Buyer, and that by the aforementioned Clauſe *Kell*'s future Effects were liable, he not having paid fifteen Shillings in the Pound; and conſequently that the Goods be-

longed

longed to the Aſſignee, either under the firſt or ſecond Commiſſion.

But by *Kell*'s Council, it was inſiſted that *Kell* was never diſcharged by the Act of 5 *Geo.* II. after 24 *June*, 1732, except by the laſt Commiſſion, and therefore poſſibly could not be within the Intent of that Act, having but once had the Benefit of it.

That ſuppoſing *Kell*'s future Effects had been liable to his Creditors by the aforeſaid Clauſe, that *Aſhley* could not in any Manner ſeize them as Aſſignee under the ſecond Commiſſion; and if he had a Right, he muſt have proceeded in a legal Way, and have brought his Action againſt *Kell*, and then *Kell* would have pleaded his Certificate in Diſcharge of his Perſon, and let *Aſhley* have taken Judgment againſt his Goods, as in the Caſe of an Inſolvent Debtor; but that this was by no Means *Kell*'s Caſe, he not being within the Meaning of the Clauſe of the Act, as having but once had Relief.

And his Lordſhip, after having with clear Judgment ſtated the Caſe (and ſummed up the Evidence) to the Jury, was clearly of the ſame Opinion with the Gentlemen who were Council for *Kell*, that his Caſe was not within the Intent and Meaning of that *Clauſe*, and that the Taking of the Goods by *Aſhley*, as Aſſignee, was illegal; and the Jury concurring with his Lordſhip, found the Plea of the Defendant *Kell* to be true, as was alledged, and therefore gave a Verdict for him.

But the L. C. J. gave *Aſhley* leave to move, if he thought proper, in Arreſt of Judgment, within ſix Days of *Hillary* Term then next; and *Aſhley* not moving in Arreſt of Judgment in all *Hillary* Term, the L. C. J. ordered the *Poſtea* to be delivered to the Defendant *Kell*'s Attorney, who thereupon taxed the Coſts at 30*l.* and took out Execution againſt *Aſhley* for ſuch Coſts, which *Aſhley* paid the ſaid Attorney.

And after *Aſhley* had paid *Kell*'s Coſts, in *Eaſter* Term following, *Aſhley* moved in Arreſt of Judgment, and a Rule was made for *Kell*'s Attorney to attend with the *Poſtea.*

And the ſame Arguments were made uſe of before the Court of *King's-Bench* by the Council on both Sides, as were at the Trial of the Cauſe: but the whole Court were alſo of Opinion that the Verdict was right, and entirely concurred with the L. C. J. *Lee* in his Judgment, and therefore they diſcharged the Plaintiff's Rule.

And in *Trinity* Term, 1744, *Kell* brought an Action in the Court of *Common-Pleas* againſt *Aſhley*, for the Ballance of the Sum of 184*l.* 4*s.* due for the Spirits.

And on the 23d of *June* 1744, this Cauſe was tried at *Guildhall*, before the L. C. J. *Willes*, where the ſame Arguments were made uſe of by the Council both for Plaintiff and Defendant, as were inſiſted on before the L. C. J. *Lee*, at the firſt Trial, and before the Court of *King's-Bench*, on the ſpecial Argument of this Caſe; but the L. C. J. *Willes*, upon ſtating it, and fully ſumming up the Evidence to the Jury, was clearly of the ſame Opinion with the L. C. J. *Lee*, and the Court of *King's-Bench*, and was pleaſed to make this Obſervation, *viz.* That by the very Clauſe in the Act of Parliament, the Effects of a Bankrupt that had received the Benefit of the Act, according to that Clauſe, remained liable to his Creditors, as before the Making of the Act; but that it could never be ſuppoſed that they were liable to be ſeized in a ſummary Way, without a legal Trial, by an Aſſignee, becauſe nothing was veſted in the Aſſignee but what the Bankrupt had before he was a Bankrupt, and *Kell* had not received the Benefit of the Act.

And the Jury being of the ſame Opinion, they therefore gave a Verdict in this Action for the Plaintiff *Kell*, for 54*l.* 18*s.* beſides Coſts of Suit; being what was proved to be the Value of the Spirits, after ſome Allowances were made for Waſte and Leakage, and after the Bond of 100*l.* and Intereſt was paid by *Kell* to *Aſhley.*

Of Factors and Executors becoming Bankrupts, having Effects of other Perſons in their Hands.

Wiſeman v. *Vandeput.* 2 *Vern.* 303. *Hil.* 1690.

THE *Bonnells* were conſiderable Merchants here in *London*, and had two Bales of Silk conſigned them by *Altenory* and *Alteory* from *Leghorn*; but before the Ship ſailed, Advice arrived there, that the *Bonnells* were failed; and thereupon *Altenory* and *Alteory* altered the Conſignment of the Silks, and made it to the Defendant.

On which the Plaintiffs, being Aſſignees under the Statute againſt the *Bonnells*, brought their Bill for a Diſcovery and Relief.

Upon the firſt Hearing the Court ordered all Letters, &c. to be produced, and that the Parties proceed to a Trial in Trover, to ſee whether the firſt Conſignment notwithſtanding the altering thereof, and new Conſignment made before the Ship ſailed, veſted the Property of thoſe Silks in the *Bonnells*; and upon the Trial and Verdict being given for the Plaintiffs, the Cauſe now came on upon the Equity reſerved.

The Court declared, the Plaintiffs ought not to have had ſo much as a Diſcovery, much leſs any Relief in this Court, in regard that the Silks were the Goods of two *Florentines*, and not of the *Bonnells*, nor the

the Produce of their Effects; and therefore they having paid no Money for the Goods, if the *Italians* could by any Means get their Goods again into their Hands, or prevent their coming into the Hands of the Bankrupts, it was but lawful for them ſo to do, and very allowable in Equity.

And it was decreed, that if any thing was due from the *Italians* to the *Bonnells*, that ſhould be paid the Plaintiffs, but they ſhould not have the Value of the Silks, by Virtue of the Conſignment or Verdict, and put the *Italians* to come in as Creditors under the Statute of Bankrupts.

Copeman a. *Gallant*, before Lord *Cowper*. 1 *Peer Will.* 314. *Triv.* Term. 1716.

A. made a Bill of Sale of ſome Leaſes and perſonal Eſtate to *B* and *C.* in Truſt to pay *A*'s Debts; *B.* at firſt acted in the Truſt, but afterwards *C.* took the whole into his Poſſeſſion, and acted alone, and became a Bankrupt.

And *A.* brought a Bill againſt *C.* and others, to bring *C.* and his Aſſignees to an Account, touching the perſonal Eſtate of *A.* ſo aſſigned, in Truſt for the Payment of his Debts as aforeſaid.

And his Lordſhip declaring, that he thought the 21 *Jac.* I. S. 10. to govern this Caſe, diſmiſſed the Plaintiff's Bill with Coſts.

But farther Argument being granted on the Caſe, his Lordſhip held that it was not within the abovementioned Clauſe and Statute, in regard this Aſſignment was with an honeſt Intent, *viz.* for the Payment of the Debts of the Aſſignor.

And therefore he ordered the Aſſignees of *C.* to account for all the Eſtate of *A.* which the Court declared ſhould not be liable to the Bankruptcy of *C.*

Jonathan Scott and *Francis Richardſon*, Plaintiffs, *Robert Surman* & *al.* Defendants. In the *Com. Pleas.*

The Plaintiffs brought an Action againſt the Defendants, for Money had and received, to the Plaintiff's Uſe; and the Caſe was as follows:

The Plaintiffs being concerned as Partners in a large Quantity of Tar, conſigned it to *Richard Scott*, who was their Factor, and Brother to one of the Plaintiffs (between which two Brothers there had been mutual Dealings, and Accounts which were at that Time unſettled.)

The Ship arrived in the *Thames*, with the Goods from *Carolina*, on the 22d of *May* 1739, of which the Factor had before received a Bill of Lading, and on the 28th of *March* following he ſold the ſaid Tar to Meſſ. *Cornelius* and *Jeremiah Owen*, who agreed to pay for it in Promiſſary Notes, payable in four Months after the Delivery of the ſaid Goods, and that a Debt of 31*l.* at that Time owing to the Buyers from the Factor, upon his own private Account, ſhould be deducted out of the Purchaſe Money.

On the 1ſt of *April*, 1740, the Owners paid the Factor in Part, by giving him one Promiſſary Note of 66*l.* 13*s.* 4*d.* and another of 102*l.* 6*s.* 8*d.* which, with the 31*l.* due to them from the Factor, amounted to 200*l.*

On the 3d of *April* following, the Factor, *Richard Scott*, committed an Act of Bankruptcy, and on the 4th a Commiſſion iſſued againſt him, on the Petition of one of the Defendants, and the three Defendants were choſen Aſſignees, to whom the Bankrupt delivered up the ſaid two Notes, received from the Buyers in Part of Payment for the Tar, and the ſaid Aſſignees afterwards received the Money for them.

The Defendants, as Aſſignees, likewiſe confirmed the Sale of the Tar to the ſaid *Owens*, and ſettled the Account with them, and received the Ballance, being 378*l.* 4*s.* and there being a Bounty allowed by Act of Parliament, at ſo much *per* Ton, payable to the Importer of this Tar, the Defendants, as Aſſignees, did alſo receive that Bounty, amounting to the Sum of 299*l.* 8*s.*

The Aſſignees inſiſted that they, as ſuch, were entitled to all this Money, and that the Plaintiffs muſt come in as Creditors under the Commiſſion; and the Plaintiffs inſiſted, that the Bankrupt being their Factor, *could be only conſidered as a bare Truſtee*, and therefore that the Notes delivered up to them by the Bankrupt, though payable to him or Order, were the Notes of the Plaintiffs, and that the Defendants receiving the Money for thoſe Notes, and alſo the remaining Part of the Money for the Tar, and the Bounty due to the Importer of that Tar, they received thoſe Monies for the Uſe of the Plaintiffs.

This Cauſe was tried by a ſpecial Jury, and the Damages were computed at 358*l.* 10*s.* and a Verdict was given for the Plaintiffs, ſubject to the Opinion of the Court upon this Queſtion,

Whether the Plaintiffs were entitled to ſuch Sum of 358*l.* 10*s.* given by the Verdict, or to any, or what Part thereof?

And the principal Caſes which were cited by the Plaintiffs, were thoſe of *Copeman* and *Gallant*, herein beforementioned, the Caſe of *L'Apoſtree* v. *Le Plaiſtier*, which was tried before Lord *Holt*, where an Action of Trover was brought againſt an Aſſignee in a Commiſſion againſt one *Levi*, to whom the Plaintiff had delivered ſome Diamonds to ſell; and this being a Queſtion depending upon the Clauſe of 1 *Jac.* 19. Sect. 10 and 11. it was made a Caſe for the Court of *King's-Bench*; and it appearing that the real Property of the Diamonds belonged to the Plaintiff, and that the Bankrupt had only a bare Authority to

ſell them foi his Uſe; therefore the Court were of Opinion they were not liable to his Bankruptcy.

The Caſe of *Burdett* and *Willet* was alſo cited, where, in the Court of *Chancery*, it was decreed, that the Factor was only in the Nature of a Truſtee for his Principal, and that delivering Goods to him did not alter the Property of the real Owner; and upon the Argument of this Caſe, the Court took Time to conſider of it, and ſome Time afterwards gave their Judgment for the Plaintiffs, *viz.* That the Plaintiffs ſhould be at liberty to enter upon that Judgment for the Debt and Coſts, deducting thereout the 31*l.* due from the Factor to the *Owens*.

Hill. v. *Mills.* *Holt* Rep. *Mich.* 3*W.*and *M.* Com. 185. 1 *Show.* 223.

Motion for a Prohibition to the Eccleſiaſtical Court for granting Adminiſtration to *A.* where *B.* was named Executor by the Teſtator, for that *B.* was a Bankrupt.

Holt. C. J. The Ordinary is not to grant Adminiſtration, where an Executor is named; and Brankruptcy is no material Diſability, he acts *en auter Droit*, and the Teſtator hath intruſted him; but in Caſe of *non ſane Memory*, there is an abſolute Neceſſity to grant Adminiſtration —— A Prohibition granted.

If an Executor becomes Bankrupt, a Legatee is to be Creditor.

Of chuſing Aſſignees, and of their Power, and Duty.

5 *Geo.* II. c. 30, S. 26, 27.

WHEN any Commiſſion of Bankrupt is iſſued out, the Commiſſioners therein named, or the major Part of them, ſhall forthwith, after they have declared the Perſon Bankrupt, cauſe Notice to be given in the *London Gazette*, and ſhall appoint a Time and Place for the Creditors to meet; which for the City of *London* and all Places within the Bills of Mortality, ſhall be at *Guildhall*, in order to chuſe an Aſſignee, or Aſſignees, of the Bankrupt's Eſtate and Effects; at which Meeting the Proof of any Creditor's Debt (that ſhall live remote from the Place of the ſaid Meeting) ſhall be admitted by Affidavit, or if Quakers by Affirmation, or if from abroad, by Letters of Attorney; and all Creditors who ſhall ſo prove their Debts at this Meeting, and whoſe Debt amounts to 20*l.* or upwards, ſhall be qualified to vote in the Choice of Aſſignees, and he or they that ſhall be ſo choſen, by the major Part in Value of the Creditors then proving their Debts, ſhall have an Aſſignment from the Commiſſioners, or the major Part of them, of the Bankrupt's Eſtate and Effects.

ditto, S. 30.

The Commiſſioners have Power immediately to appoint one or more Aſſignees, if they ſee Cauſe, for the better ſecuring and preſerving the Bankrupt's Eſtate, which Aſſignee or Aſſignees may be removed or diſplaced at the Meeting of the Creditors for the Choice of Aſſignees, if the major Part of them then met and duly qualified ſhall think fit, and ſuch Aſſignee or Aſſignees as ſhall be ſo removed, or diſplaced, ſhall within ten Days after Notice given in Writing by the Aſſignee or Aſſignees choſen by the Creditors of ſaid Choice, make an Aſſignment and Delivery to the ſaid Aſſignee or Aſſignees, of all the Bankrupt's Eſtate and Effects which ſhall have come to their Hands and Poſſeſſion, on Penalty of 200*l.* each, to be diſtributed among the Creditors, in the ſame Manner as the Bankrupt's Eſtate ſhall be. And the Lord Chancellor has Power on the Petition of any Creditor, to remove ſuch Aſſignees as ſhall have been choſe by the Commiſſioners to vacate the Aſſignment, and to cauſe a new one to be made.

Aſſignees have Power to order the Bankrupt's Attendance on them as often as they think convenient for the Benefit of the Eſtate, and may have ſome ſkilful Accomptant to ſettle his Books and Accounts, and employ ſome faithful Perſon, to collect and get in the Debts, but for this laſt they ought to have Security.

ditto, S. 38.

Aſſignees may bring Actions at Law without the Conſent of the Creditors; though if the Suit in Law is a Matter of Conſequence, or which may produce a Suit in Equity, they ſhould ſummon all the Creditors to a Meeting, by Notice in the *London Gazette*, and lay before them the true State of the Caſe, and take the Conſent of the major Part in Value of the ſaid Creditors in Writing, to the bringing ſuch Suits, and that a ſufficient Sum remain in the Aſſignees Hands to defray the Charges; and in caſe they apprehend that they ſhall not have ſufficient, they may take an Agreement under the Creditors Hands, to indemnify them, and oblige themſelves every one to pay his Share in Proportion to their reſpective Debts; for Aſſignees are not obliged to bring any Suit in Law or Equity (though the Creditors vote that they ſhould) unleſs they are indemnified, where there is any Appearance of a Hazard.

ditto, S. 34.

And the Aſſignees may, with the Conſent of the major Part in Value of the Creditors who ſhall have duly proved their Debts, and be preſent at any Meeting of the ſaid Creditors, purſuant to Notice to be for that Purpoſe given in the *London Gazette*, ſubmit any Difference or Diſpute between the Aſſignees and any Perſon or Perſons whatſoever, relating to the Bankrupt's Effects to Arbitration, the Arbitrators to be choſe by the

the Aſſignees and the major Part in Value of ſuch Creditors, and the Party or Parties with whom they have the Difference, and to perform the Award of ſuch Arbitrators, or otherwiſe to compound and agree the Matters in diſpute, in ſuch Manner as the Aſſignees (with ſuch Conſent as aforeſaid) ſhall think fit, and the ſame ſhall be binding to all the Creditors.

ditto, S. 35. The Aſſignees, by and with the Conſent of the major Part of the Creditors in Value, who ſhall be preſent at a Meeting to be had for that Purpoſe (of which Notice ſhall be given in the *London Gazette)* may make Compoſition with any Perſon or Perſons, Debtors or Accomptants to the Bankrupts, where the ſame ſhall appear neceſſary and reaſonable, and to take ſuch reaſonable Part as can upon Compoſition be gotten in full diſcharge of ſuch Debts and Accounts.

ditto, S. 28. Aſſignees ſhould be careful in examining the Nature of the Bankrupts Debts to prevent the Statute of Limitation from taking Place. Where it ſhall appear to the major Part of the Commiſſioners, that there has been mutual Credit given by the Bankrupt and any other Perſon, or mutual Debts between the Bankrupt and any other, at any Time before he became Bankrupt, the major Part of the Commiſſioners, or the Aſſignees of the Eſtate, may ſtate the Account between them, and one Debt may be ſet againſt another, and what ſhall appear to be due on either Side on the Ballance of ſuch Account, and on ſetting ſuch Debts one againſt another, and no more, ſhall be claimed or paid on either Side reſpectively.

ditto, S. 32. Before the Creditors ſhall proceed to the Choice of Aſſignees, the major Part in Value of the Creditors preſent ſhall, if they think fit, direct how, and with whom the Monies to be received out of the Bankrupt's Eſtate ſhall remain, until the ſame be divided, to which Rule ſuch Aſſignees ſhall conform as often as 100 *l.* ſhall be got in.

ditto, S. 33. Aſſignees are obliged at ſome Time after the Expiration of four Months, and within twelve Months from the Time of the Commiſſion's Iſſuing, to cauſe at leaſt twenty-one Days publick Notice to be given in the *London Gazette*, of the Time and Place they and the Commiſſioners intend to meet, to make a Dividend or Diſtribution of the Bankrupt's Effects, at which Time the Creditors who have not before proved their Debts, ſhall then be at Liberty to prove them, which Meeting for *London* and all Places within the Bills of Mortality, ſhall be at the *Guildhall*; and at ſuch Meeting the Aſſignees ſhall produce to the Commiſſioners and Creditors then preſent, juſt and fair Accounts of all their Receipts and Payments touching the Bankrupt's Eſtate and Effects, and the Particulars of all that ſhall remain outſtanding, and ſhall, if the major Part of the Creditors then preſent require it, be examined upon Oath before the Commiſſioners touching the Truth of ſuch Accounts. And the Aſſignees ſhall be allowed and retain all ſuch Sums as they ſhall have paid or expended in ſuing out and proſecuting ſuch Commiſſion, and all other juſt Allowances on their Account of being Aſſignees; and the major Part of the Commiſſioners ſhall order ſuch Part of the neat Produce of the Bankrupt's Eſtate, as by ſuch Accounts or otherwiſe ſhall appear to be in the Hands of the Aſſignees, as they ſhall think fit, to be divided forthwith amongſt ſuch of the Creditors who have duly proved their Debts under the Commiſſion in Proportion to their ſeveral and reſpective Debts and they ſhall make ſuch their Order for a Dividend in Writing under their Hands, and ſhall cauſe one Part of ſuch Order to be filed againſt the Proceedings under the Commiſſion, and ſhall deliver unto each of the Aſſignees a Duplicate of ſuch their Order likewiſe, under their Hands; which Order of Diſtribution ſhall contain an Account of the Time and Place of making ſuch Order, and the Sum total or *Quantum* of all the Debts proved under the ſaid Commiſſion, and the Sum total of the Money remaining in the Hands of the Aſſignees to be divided, and how much in particular in the Pound is then ordered to be paid to every Creditor under the Commiſſion; and the ſaid Aſſignees, in purſuance of ſuch Order, and without any Deed or Deeds of Diſtribution to be made for that Purpoſe, ſhall forthwith make ſuch Dividend and Diſtribution accordingly, and ſhall take Receipts in a Book to be kept for that Purpoſe from each Creditor, for the Part or Share of ſuch Dividend or Diſtribution which they ſhall make and pay to each Creditor reſpectively, and ſuch Order and Receipt ſhall be a full and effectual Diſcharge to ſuch Aſſignees.

ditto, S. 37. And the Aſſignees are farther obliged within eighteen Months after iſſuing of the Commiſſion, to make a ſecond Dividend of the Bankrupt's Eſtate and Effects, in Caſe the whole was not divided on the firſt Dividend, and ſhall cauſe Notice to be inſerted in the *London Gazette* of the Time and Place the Commiſſioners intend to meet to make a ſecond Dividend, and for the Creditors who ſhall not before have proved their Debts, to come and prove them, and at ſuch Meeting the Aſſignees ſhall produce upon Oath their Accounts of the Bankrupt's Eſtate and Effects, and what upon the Ballance thereof ſhall appear to be in their

Hands, ſhall by the like Order of the major Part of the Commiſſioners be forthwith divided among ſuch of the Bankrupt's Creditors, as ſhall have made due Proof of their Debts, in Proportion to their ſeveral and reſpective Debts, which ſecond Dividend ſhall be final, unleſs *any Suit at Law or in Equity ſhall be depending, or any Part of the Eſtate ſtanding out that cannot have been diſpoſed of, or that the major Part of the Creditors ſhall not have agreed to be ſold and diſpoſed of in manner aforeſaid*; *or unleſs ſome other or future Eſtate or Effects of the ſaid Bankrupt ſhall afterwards come to or veſt in the ſaid Aſſignees*, in which Caſe the Aſſignees ſhall, as ſoon as may be, convert ſuch future or other Eſtate or Effects into Money in manner aforeſaid, and ſhall within two Months next after the ſame ſhall be converted into Money, by the like Order of the Commiſſioners, divide the ſame amongſt the Creditors who ſhall have made due Proof of their Debts.

If Creditors want to inſpect the Aſſignees Accounts, and are refuſed by them, the Court on Petition will oblige the Aſſignees to ſhew their Accounts according to the Direction of the Statutes.

If an Aſſignee is guilty of a Breach of Truſt, by miſapplying the Creditor's Money or keeping the Money in his Hands, when he ought to have divided it, the Court on a Petition and Proof being made, will order an Account to be taken before the Commiſſioners, and to make a Dividend, and if any manifeſt Delay or Neglect appears in them, will oblige them to pay Intereſt and Coſts.

If Aſſignees Attempt to ſell Eſtates at an under Value, or enter into any clandeſtine Agreement either with the Bankrupt or any other Perſon, the Court, by Application, will by Order reſtrain them from ſelling ſuch Eſtates or Intereſts, or remove them.

If Aſſignees have had Suits in Law or Equity, on Application to the Court, the Court will order the Commiſſioners to ſettle the Accounts, allowing them all reaſonable Coſts and Charges, and direct the Aſſignees to make a Dividend of the Reſidue.

The Court, on a Petition will order the Commiſſioners to enquire into the real Conſideration of Debts and Notes and of uſurious Contracts and will order the Aſſignees to be reſtrained from making any Dividend, till the Commiſſioners ſhall have made their Certificate to the Court; and if there appears to have been more than legal Intereſt received, or any unfair Tranſactions, with regard to the Obtaining or Swelling ſuch Debt, the Court, on bringing a Bill, will, by Decree reduce ſuch unconſcientious Demand to the Sum which is really due.

If an Aſſignee dies, the Truſt devolves to the ſurviving Aſſignee, or to ſuch new Aſſignee as the Court ſhall join to the ſurviving Aſſignee, if the Creditors ſhall petition for the ſame; and the Executor or Adminiſtrator of the deceaſed Aſſignee muſt pay the Money in his Hands to the ſurviving Aſſignee, and ſuch additional Aſſignee (if appointed) or account before a Maſter in *Chancery* for Aſſets come to his or her Hands; becauſe Commiſſioners cannot take an Account of Aſſets.

But if the Bankrupt's real Eſtate is conveyed to Aſſignees, and one of them dies, this is a Joint-tenancy, and goes to the Survivor; and he may alone ſell ſuch an Eſtate to a Purchaſer; but if both die before any Conveyance is made, then the Heir at Law of the Survivor muſt convey to ſuch new Aſſignees as the Court ſhall appoint, or join with ſuch new Aſſignees in the Conveyance to a Purchaſer.

Ld. *Talbot*, *Mic.* Term. fo. 38. to 41. 1 *Geo.* II. 11 *Nov.* *Boſanquett* a. *Daſhwood.*

If Money is overpaid in Purſuance of an uſurious Contract, Aſſignees have a Right to demand and recover it, notwithſtanding the Agreement of the oppreſſed Party to allow ſuch Payments. The two *Cottons* became Bankrupts, and their Aſſignees brought a Bill againſt *Daſhwood*, as Executor of Sir *Samuel Daſhwood*, who had in his Life-Time, lent ſeveral Sums to the Bankrupts upon Bonds bearing 6 *per Cent.* Intereſt, and had taken Advantage of their neceſſitous Circumſtances, and compelled them to pay 10 *per Cent.* to which they ſubmitted, and entered into other Agreements for that Purpoſe, and continued paying at the ſaid Rate of 10 *per Cent.* from the Year 1710 to 1724; it was decreed at the *Rolls*, that the Defendant ſhould account, and that for what had been really lent, legal Intereſt ſhould be computed and allowed; and what has been paid, over and above legal Intereſt, ſhould be deducted out of the Principal at the Time paid, and the Plaintiffs to pay what ſhould be due on Account; and if the Teſtator had received more than was due with legal Intereſt that was to be refunded by the Defendants, and the Bonds to be delivered up.

Aſſignees Right to a Mortgage made by a Bankrupt. *Chapman* a. *Tanner.* 1 *Vern.* 276. *Mich.* Term. 1684.

A Bankrupt, before he became ſuch, having made a Mortgage of his Eſtate, the Aſſignees of the Statute bring an Ejectment for the Recovery of the Lands comprized in the Mortgage; the Mortgagee refuſes to enter, but ſuffers the Bankrupt to take the Profits, and to fence againſt the Aſſignees with this Mortgage. Ld. Keeper ordered, the Mortgagee ſhall be charged with the Profits from the Time of the Ejectment delivered.

Aſ

An Aſſignee dying in Debt by Bond.

Ex parte Markland. 2 Peer Wil. 546. Trin. Term, 1729. L. C. King.

THE Aſſignees under a Commiſſion taken out againſt *I. S.* petitioned that *I. N.* the Daughter and Adminiſtratix of *I. D.* (who was the ſurviving Aſſignee under the Commiſſion) ſhould account before the Commiſſioners, for the Bankrupt's Effects come to her Hands; and an Affidavit was made, that *I. N.* had confeſſed ſhe believed that her Inteſtate, the Aſſignee, kept the Bankrupt's Money in a ſeparate Bag, with a Note in it, ſhewing it to be ſuch; and alſo that the Aſſignee left Lands of Inheritance, deſcended to *I. N.* the Heir, which would be Aſſets by Deſcent, to anſwer the Covenant entered into by the Aſſignee for himſelf and Heirs, with the Commiſſioners, duly to account for the Bankrupt's Effects.

But againſt the Petition, it was urged, that this Matter was not fit to be ended in a ſummary Way, but by a Bill to determine it, for that *I. N.* the Heir and Adminiſtratix of the Aſſignee, had made an Affidavit, that ſhe never confeſſed the Aſſignee, her Father kept the Bankrupt's Money in a ſeparate Bag or Place, nor did ſhe believe the Fact to be ſo; that the Aſſignee, the Father, died indebted by ſpecialty and otherwiſe ſeveral thouſand Pounds beyond all his Aſſets; that ſhe has paid ſome Bonds, and Actions were depending upon others; that it was in her Election to prefer which of the Specialities ſhe pleaſed, and the Commiſſioners were not proper to determine in a ſummary Way, whether the Payments already made by the Adminiſtratrix, or which ſhe ſhould make, were, or would be, good and legal; or if they ſhould make ſuch Determination this could be no way binding to the other Creditors; therefore the Order now deſired that the Daughter and Adminiſtratrix of the Aſſignee, ſhould account with the Commiſſioners, would be of no uſe, ſince the Creditors might bring their Action, or Bill in Equity againſt the Daughter and Adminiſtratrix of the Aſſignee; for which Reaſons Ld. Chancellor ordered the Petition of the new Aſſignees to be diſmiſſed, and directed them to bring their Bill.

Though Aſſignees are generally choſe from among the Creditors, and thoſe commonly to whom the Bankrupt is moſt indebted, yet they may be made notwithſtanding they are no Creditors, nor any ways concerned in the Commiſſion, provided the major Part in Value of the Creditors appoint them.

2 Cro. 105. 1 Saund. 37. Jones a. Pope.

And Aſſignees may bring Actions for Debts due to the Bankrupt in their own Names, *&c.* for they ſhall have the ſame Remedy as the Bankrupt himſelf might have had againſt his Debtors. But if the Commiſſion of Bankruptcy be not taken out within ſix Years (the Time directed by Law for ſuing of Debts) then the Defendant in an Action may plead the Statute of Limitations: In caſe the Commiſſion be taken out within ſix Years, and the Aſſignment made within that Time, the Statute preſerves the Debt by the Aſſignment, it being to relieve Creditors againſt Fraud.

1 Salk. 108. 111.

It is a conſtant Practice to make an Aſſignment of the Debts and Eſtate of the Bankrupt to Aſſignees in truſt for themſelves (if Creditors) and the other Creditors; and it has been held, that where a Commiſſion of Bankrupt is taken out, the Bankrupt's Goods do not thereupon belong to the Commiſſioners, for until an Aſſignment thereof is made, the Property is not transferred out of the Bankrupt; but it is ſaid, the Aſſignee is in by relation from the Time of the Bankruptcy, ſo as to avoid all *meſne* Acts, but not ſo as to be actually inveſted with the Property.

Of Removing Aſſignees.

5 Geo II. c. 30. S. 31.

IF an Aſſignment of a Bankrupt's Eſtate already made by the Commiſſioners, or hereafter to be made, purſuant to the Choice of Creditors, ſhould be found neceſſary to be vacated, and a new Aſſignment made of the Debts and Effects unreceived, and not diſpoſed of by the then Aſſignees, to other Perſons, to be choſen, by the Creditors as aforeſaid, it is lawful for the Lord Chancellor, Lord Keeper, or Commiſſioners of the Great Seal, upon the Petition of any Creditor, to make ſuch Order therein as he or they ſhall think juſt and reaſonable; and in caſe a new Aſſignment ſhall be ordered to be made, then ſuch Debts, Effects, and Eſtate of the Bankrupts ſhall be thereby effectually and legally veſted in ſuch new Aſſignee or Aſſignees, and it ſhall be lawful for him or them to ſue for the ſame in their Names, and to diſcharge any Action or Suit, or give any Acquittance for ſuch Debts, as effectually to all Intents and Purpoſes as the Aſſignees in the former Aſſignment might have done; and the Commiſſioners ſhall cauſe publick Notice to be given in the two *London Gazettes* that ſhall immediately follow the Removal of ſuch Aſſignees and the Appointment of ſuch others as aforeſaid, that ſuch Aſſignees are removed,

and ſuch others appointed in their ſtead, and that ſuch Perſons as are indebted to the Bankrupt's Eſtate do not pay any Debts to the Aſſignees removed; and if an Iſſue is directed to be tried in the Time of the old Aſſignees, the Court, on Petition, will order the ſame Iſſue to be tried by the new ones.

If there is any Injuſtice committed by Aſſignees, and that they, with the Bankrupt's Conſent, will admit of ſham Debts being proved, the Court will remove ſuch Aſſignees, and order the Conſideration of ſuch Debts to be inquired into, and all Parties to be examined upon Interrogatories, and appoint new Aſſignees, and direct the Commiſſioners to ſee what is really due from the Bankrupt's Eſtate to his Creditors; and after the Aſſignees are choſen, will order Coſts of the Parties ſo unjuſtly acting, to be taxed by a Maſter and paid by them.

If Aſſignees live at a great Diſtance from the Bankrupt's Eſtate or Effects, whereby ſuch Eſtate or Effects may be incumbered with heavy Charges, or occaſion a Neglect for getting in ſuch Effects; upon the Application of the Majority of the Creditors who have proved their Debts under the Commiſſion, and proving the ſame by Affidavit, the Court will diſcharge ſuch Aſſignees, and direct a new Aſſignment to be made to ſuch other Aſſignees as the Creditors ſhall appoint, and direct that the old Aſſignees ſhall join in ſuch new Aſſignment.

If it appears that there are Accounts between the Bankrupt and the Aſſignees, and that the Aſſignees, although there may be Notes or Bonds ſubſiſting, ſo as to entitle them to prove their Debts, yet if upon the Ballance of ſuch Accounts, the Aſſignees appear to be Debtor to the Bankrupt's Eſtate, the Court will for ſuch Reaſon remove them.

If there appears Partiality or Unfairneſs in the Choice of Aſſignees, the Court on Petition will remove them.

If it appears that Aſſignees have prevented Creditors from proving their Debts, to make Number and Value for the Bankrupt's Certificate, and for that Purpoſe have conteſted ſuch Debts, and have refuſed to admit them; the Court will for ſuch Unfairneſs remove the Aſſignees, and admit ſuch Creditors to prove ſuch Debts as ſhall appear to be juſtly due to them.

Penalties on Perſons concealing Effects, and pretended Creditors ſwearing falſly, and Allowances made to the Diſcoverers of Bankrupts Effects.

5 *Geo.* II. c. 30. S. 20, 21.

BY this Statute it is enacted for the better Diſcovery of a Bankrupt's Eſtate, that all and every Perſon who ſhall (after the Time allowed to ſuch Bankrupt) voluntarily make Diſcovery of any Part of ſuch Bankrupt's Eſtate, not before come to the Knowledge of the Aſſignees, ſhall be allowed 5 *per Cent.* and ſuch further Reward as the Aſſignees and the major Part of the Creditors in value, preſent at any Meeting of the Creditors, ſhall think fit.

13 *Eliz.* C. 7. S. 6.

And every Perſon who ſhall have accepted of any Truſt, or Truſts, and ſhall wilfully conceal or protect any Eſtate, real or perſonal of any Perſon or Perſons becoming Bankrupt from his Creditors, and ſhall not within Forty-two Days next after ſuch Commiſſion ſhall iſſue forth and Notice thereof be given in the *London Gazette*, diſcover and diſcloſe ſuch Truſt and Eſtate in Writing to one or more of the Commiſſioners or Aſſignees of ſuch Bankrupt's Eſtate, and likewiſe ſubmit himſelf to be examined by the Commiſſioners, in and by the ſaid Commiſſion authorized, if thereunto required, and truly diſcover the ſame, ſhall forfeit the Sum of one hundred Pounds of lawful Money of *Great-Britain*, and double the Value of the Eſtate, either real or perſonal ſo concealed, to and for the Uſe and Benefit of the ſaid Creditors.

5 *Geo.* II. S. 29.

And whereas many Abuſes have been committed by pretended Creditors of Bankrupts, be it enacted by the Authority aforeſaid, that if any Perſon at any Time hereafter, ſhall before the acting Commiſſioners in any Commiſſion of Bankrupt, or by Affidavit or Affirmation exhibited to them, ſwear or depoſe that any Sum of Money is due to him or her from any Bankrupt, which Sum of Money is not really due or owing, or ſhall ſwear or affirm that more is due than is really due or owing, knowing the ſame to be not due or owing, and that ſuch Oath or Affirmation is falſe and untrue, and being thereof convicted by *Indictment* or *Information*, ſuch Perſon ſhall ſuffer the Pains and Penalties inflicted by the ſeveral Statutes made and now in Force againſt wilful Perjury, and ſhall moreover be liable to pay double the Sum ſo ſworn or affirmed to be due or owing as aforeſaid, to be recovered and levied as other Penalties and Forfeitures are upon Penal Statutes, after the Conviction, to be levied and recovered; and ſuch double Sum ſhall be equally divided among all the Creditors ſeeking Relief under the ſaid Commiſſion.

14 *Geo.* II. p. 1157.

Where any Perſon ſhall fraudulently ſwear, or (being *Quakers*) affirm, before the major Part of the Commiſſioners in a Commiſſion of Bankruptcy, or by Affidavit or Affirmation exhibited to them,

them, that a Sum of Money is due to him from any Bankrupt, which ſhall in Fact not be really and truly owing, and ſhall in Reſpect of ſuch fictitious Debt ſign the Certificate of ſuch Bankrupt's Diſcharge, in every ſuch Caſe, unleſs ſuch Bankrupt ſhall, before the major Part of the Commiſſioners, have ſigned ſuch Certificate, by Writing ſigned by him, and delivered to one or more of the Commiſſioners, or of the Aſſignees of his Eſtate and Effects, diſcloſe the Fraud, and object to the Reality of ſuch Debt, ſuch Certificate ſhall be null and void, and the Bankrupt ſhall not be intitled to his Diſcharge, or to any of the Benefits or Allowances given to Bankrupts by the Act of 5 *Geo.* II.

Where any Creditor of a Bankrupt reſides in foreign Parts, the Letter of Attorney of ſuch Creditor, atteſted by a Notary Publick in the uſual Form, ſhall be a ſufficient Evidence of the Power by which any Perſon thereby authorized ſhall ſign the Bankrupt's Certificate.

Of ſuperſeding Commiſſions.

THE Reaſons for ſuperſeding Commiſſions are many and various; as

1ſt, If there is not a Debt due to the petitioning Creditor, in which Caſe the Court will order the Commiſſioners to enquire into the Nature of the Debt, and to certify the ſame to the Court; and if there is not a ſufficient Foundation for the Debt, the Court will ſuperſede it.

2dly, If the Party inſiſts he is no Trader, the Court uſually directs ſuch Facts to be tried, and if on ſuch Trial it appears to the Court that he is not a Trader, the Court will for ſuch Reaſons ſuperſede the Commiſſion.

3dly, If the Party againſt whom the Commiſſion is iſſued, appears to be an Infant, the Court, on full Proof of ſuch Infancy, will ſuperſede the Commiſſion.

4thly, If after the Iſſuing a Commiſſion, the Party makes a Satisfaction, or gives a ſufficient Security for performing it to all his Creditors, and they in Conſequence give him a Releaſe, theſe Motives, on Petition to the Court, will induce it to ſuperſede the Commiſſion.

5thly, If a Bankrupt conveys all his real Eſtate to Truſtees for the Benefit of his Creditors, and they accept of ſuch Conveyance, the Court in this Caſe will order the Creditors to deliver up their Securities to the Bankrupt, and that the Bankrupt ſhall deliver up all the Title Deeds, and join in the Conveyances; and that the Truſtees ſhall proceed in the Truſt, and that the Bankrupt ſhall pay the Charges of the Commiſſion, deducting the Money out of the Aſſignees Hands.

6thly, If a Bankrupt makes a private Agreement with his Creditor, and prevails on him to take out a Commiſſion, in conſideration of being paid his whole Debt, or leaſt more than the reſt of his Creditors, the Court, on Proof made thereof, will order the Commiſſion to be ſuperſeded, and award a new one; and the Perſon receiving ſuch Goods, or Satisfaction, ſhall loſe his whole Debt and the Money received, and pay the ſame to ſuch Perſons as the Commiſſioners ſhall appoint, in Truſt for the Bankrupt's Creditors in Proportion. 5 *Geo.* II. fol. 128.

7thly, If a Perſon has not a Mind to be a Bankrupt, and is conſcious that he is no Trader, nor has committed any Act of Bankruptcy, or does not owe any Debt ſufficient whereon to ground a Commiſſion, he may, if he ſuppoſes a Commiſſion is going to be taken out againſt him, enter a Caveat in the Secretary's Office againſt it; or if it has iſſued, he may petition the Court that no ſuch Commiſſion may iſſue againſt him, or that it may be ſuperſeded; and upon hearing the Merits of ſuch a Petition, the Court in ſome Caſes determines the Point, and in other Caſes directs an Iſſue at Law to try the ſame.

8thly, If a Commiſſion taken out in an adverſe Manner is ſuperſeded, and the Party on the Trial is not found Bankrupt, the Court, according to the Nature of the Caſe, frequently will order Coſts to the Party againſt whom the Commiſſion is taken out, or may, if they think proper, aſſign over the Bond given to the Lord Chancellor.

Coſts of Commiſſions, how to be ſettled and paid.

THE Creditors who ſhall petition for a Commiſſion of Bankrupt, ſhall be obliged at their own Coſts to proſecute the ſame, until Aſſignees ſhall be choſen; and the Commiſſioners ſhall, at the Meeting appointed for the Choice of Aſſignees, aſcertain ſuch Coſts, and by Writing ſhall order the Aſſignees to reimburſe ſuch petitioning Creditors out of the firſt Effects of the Bankrupt that ſhall be got in; and every Creditor ſhall be at Liberty to prove his Debt without paying Contribution. 5 *Geo.* II. c. 30. S. 25.

There ſhall not be paid out of the Eſtate of the Bankrupt any Monies for Expences in Eating or Drinking of the Commiſſioners, or of any other Perſons at the Times ditto, S. 42.

Times of the Meeting of the Commiſſioners or Creditors; and no Schedule ſhall be annexed to any Deed of Aſſignment of the perſonal Eſtate of ſuch Bankrupt; and if any Commiſſioner ſhall order ſuch Expence to be made, or eat or drink at the Charge of the Creditors, or out of the Eſtate of ſuch Bankrupt, or receive above 20*s.* each Commiſſioner for each Meeting, every ſuch Commiſſioner ſhall be diſabled to act in any Commiſſion of Bankrupts.

ditto, S. 46. All Bills of Fees or Diſburſements demanded by any Solicitor, employed under any Commiſſion of Bankrupt, ſhall be ſettled by one of the Maſters of Chancery; and the Maſter who ſhall ſettle ſuch Bill ſhall have for his Care in ſettling the ſame, as alſo for his Certificate thereof, 20*s.*

Concerning the Duty of, and Remedy againſt Gaolers, where Bankrupts or Witneſſes are committed, and ſuffered to eſcape.

5 *Geo.* II. c. 30. S. 18. IN Caſe the Commiſſioners appointed in any Commiſſion of Bankruptcy, ſhould in Virtue of their Power commit the Bankrupt or any Perſon or Perſons to Priſon, for not conforming to the Acts relating to Bankrupts, and if the Gaoler or Keeper of the Priſon, to which ſuch Bankrupt, Perſon, or Perſons ſhall be ſo committed, wilfully ſuffer ſuch Bankrupt, Perſon, or Perſons, to eſcape from ſuch Priſon, or to go without the Walls or Doors thereof, until he or they ſhall be duly diſcharged, ſuch Gaoler or Keeper ſhall for ſuch his Offence, being duly convicted by Indictment or Information, forfeit five hundred Pounds of lawful Money of *Great-Britain*, for the Uſe of the Creditors of ſuch Bankrupt.

ditto, S. 19. And the Gaoler or Keeper of ſuch Priſon as aforeſaid, ſhall, upon Requeſt of any Perſon, being a Creditor of ſuch Bankrupt (and having proved his Debt under the Commiſſion) and producing a Certificate thereof under the Hands of the Commiſſioners, (which they are hereby required to give *gratis*) forthwith produce and ſhew ſuch Perſon or Perſons ſo committed as aforeſaid to any ſuch Creditor requeſting the ſame; and in Caſe ſuch Gaoler or keeper of ſuch Priſon ſhall refuſe to ſhew, or ſhall not forthwith produce ſuch Perſon or Perſons ſo committed as aforeſaid, and being in his actual Cuſtody at the Time of ſuch Requeſt to ſuch Creditor of the Bankrupt requeſting to ſee ſuch Perſon or Perſons committed as aforeſaid, ſuch Gaoler or Keeper of ſuch Priſon ſhall forfeit for ſuch his wilful Refuſal or Neglect, the Sum of 100*l.* of lawful Money of *Great-Britain*, for the Uſe of the Creditors of ſuch Bankrupt, to be recovered by Action of Debt in any of his Majeſty's Courts of Record at *Weſtminſter*, in the Name of the Creditor requeſting ſuch Sight of ſuch Priſoner.

5 *Geo.* I. c. 24. And for every other like Offence ſhall forfeit the Sum of 200*l.* for the Uſe of the Banrupt's Creditors, as aforeſaid.

HAving made every neceſſary Remark on the Laws and Practice againſt an *Engliſh* Bankrupt, I ſhall now add how thoſe under ſuch unhappy Circumſtances are treated both in *France* and *Holland*, as it may unfortunately happen for my Reader, that the Courſe of his Dealings may lead him into ſome unlucky Engagements with ſuch inſolvent Perſons; and it is natural for him to be deſirous of knowing how far the Laws of the Country will protect the Debtor from his Creditor's Suit, and what Steps theſe latter ought to take for the Securing or Recovery of their Property: In order therefore to give my Reader this Satiſfaction, I ſhall obſerve to him, that in *France* a conſiderable Diſtinction is made between a *Bankruptcy* and a *Failure*; the former being underſtood to be voluntary and fraudulent, whilſt the other is ſuppoſed to be by Conſtraint and Neceſſity, cauſed always by ſome unforeſeen and unavoidable Accident; but as Mr. *James Savary* has made a very juſt and nice Diſtinction between the Signification of theſe two Terms, I ſhall give my Reader the Senſe of his Obſervations thereon, though with ſuch Brevity as it will admit. (Parfait Negociant, p. 522.) He ſays, the Publick ſeldom make the Difference it ought on theſe Occaſions, but confound the Diſtinctions, which are in their Nature very apparent, and are made ſuch in all the King's Ordinances relative to thoſe Affairs. The Trader who has failed, or ſtopped by Reaſon of his Incapacity punctually to comply with his Notes of Hand, Bills due, or immediately to return the Money he had received for thoſe come back proteſted, and is obliged to this Demur by ſome unforeſeen Accident, or Loſs in Trade, and reduced to the Neceſſity of aſking Time of his Creditors for the Payment of the whole, or what he can, of his Debts, is not to be placed on a Footing with the Bankrupt, who by Fraud and Treachery has ſecured to himſelf a Proviſion for Futurity, at the Expence of his Creditors, to whom he gives up the trifling Remains of his ranſacked Fortune in Payment of his Clearance; and though this Man's Villany continues undiſcovered, he always remains infamous in the Eyes of the Public; whilſt the other, who complies as far as he is able, is reſtored

ſtored to Credit, though he continues uncapable of enjoying any public Poſt till the whole of his Debts are paid with Intereſt.

Although a Merchant be never ſo ſkilful and aſſiduous in his Buſineſs, though he keeps his Affairs under the beſt Regulation, and has ſet out in the World with a handſome Fortune; though he has obſerved all poſſible Application, and made Prudence his Guide in the Management of his Trade; and though he has omitted no Circumſtance that might naturally attract and ſecure Succeſs, yet if all is not accompanied by *good Luck*, he is not ſure to proſper in his Enterprizes and Undertakings; for Fortune very frequently determines all contrary to Expectation, as ſhe is whimſical and often favours the ſilly and ignorant, whilſt the beſt and moſt capable Men are experiencing her Frowns; this is what no one as yet has been able to account for; and Experience demonſtrates, that Misfortunes are daily happening to Merchants, whoſe Probity, Expertneſs, Prudence, and Capacity render them worthy of Compaſſion, and undeſerving this Reverſe of Fortune, that expoſes them to Miſery and Contempt. Though ſeeing Men, who follow the moſt approved Maxims in their Buſineſs do not always meet a correſpondent Succeſs, but on the contrary are expoſed to Miſhaps and Loſſes; or ſuppoſing them conſiderable Gainers by their Trade, and that they have more than ſufficient to diſcharge their Debts, yet their Effects may undeſignedly be ſo diſperſed, that they may be incapacitated to anſwer an immediate Demand made by ſome inexorable Creditors, who will give no Quarter, or liſten to the Calls of Benevolence and Humanity; I ſay, ſeeing Men of Integrity are expoſed to theſe unjuſt Reſentments of uncompaſſionate Creditors, the *French* Laws have provided a Means, by granting Letters of Reſpite, or Arrets of Parliament, to protect them from their unrelenting Tempers, which I am now about mentioning.

Letters of Reſpite are always granted by the King, and *Arrets of General Protection* by the Parliament, and ſometimes by the King's Counſel, both tending to defend an honeſt Debtor from the Perſecutions of his Creditors, during the Term for which they are granted; and to allow him Time to liquidate his Effects, in order to pay his Debts, or to agree with thoſe to whom he is owing; and that he may obtain the ſaid Protection, he muſt ſtrictly obſerve and ſubmit to the King's Ordinances of *Auguſt* 1669, and *March* 1673, and to his Majeſty's Declarations of the 23d of *December* 1699, and that of *September* 1664, which enjoins the following Particulars.

1ſtly, *Letters of Reſpite* are never granted but on important Conſiderations, to begin with Proofs and authentic Accounts, which ought to be explained in the ſaid Letters, and affixed under the counter Seal; with a State of his Effects, which the *Grantee* muſt certify to be a true one, as well of his Moveables and Immoveables, as of his Debts, under Pain of ſuffering the Penalties mentioned in the aforeſaid Ordinances; and he muſt take care to be very exact herein, becauſe if he is found fraudulent in any one Particular he will forfeit the Protection of the ſaid Letters, although they have been granted peremptorily with all his Creditors; and he will not only be unable to procure others, but he ſhall not even after this be admitted to the Benefit of ceding or giving up his Effects to his Creditors, which is only denied to one convicted of Fraud and Deceit.

Dict. de Com. Word *Ceſſion*, p. 726 Vol. I. which ſee for Particulars.

2dly, This State ſo drawn up and certified, ought to be depoſited at the Regiſtry or Rolls of the Conſular Juriſdiction, if there is one at the Place of his (the Debtor's) Reſidence, if not, at the Town Houſe; of which depoſit he muſt take a Certificate, to be fixt to the Petition he preſents to the King, Council, or Parliament, for obtaining the *Letters of Reſpite* or *Protection*, and immediately after the Sealing and Expedition of the Letters, the *Grantee* ought to deliver into the Office, as well of the Judge to whom they are addreſſed, as that of the neareſt Conſular Juriſdiction, a Duplicate of that State, whoſe Truth has been ſo certified, of whoſe Depoſit he ought to procure Certificates from the different Regiſters, and give a Copy to each of his Creditors, as well of the State as of the Certificates, at the Time of notifying the *Letters*, which are only valid in Regard of thoſe to whom a Copy has been given, and therefore he remains expoſed to the Proſecutions of them who have been forgotten or neglected in the Delivery of the ſaid Copies.

3dly, If he who obtains Letters is a Merchant, Banker, or Shopkeeper, he is obliged, beſides the Formalities before recited, and under the ſaid Penalties, to deliver into the Judge's Office to whom the Letters are addreſſed, his Books and Accounts, of which he muſt take a Certificate from the Regiſter, and alſo give a Copy of it to each of his Creditors, when the Letters are notified to them; but previous to this Depoſit, he ought to ſhew them to his Creditors, that they may examine them if they pleaſe, and ſee whether the State of his Affairs delivered into the Office be a true one, and in all Reſpects conformable to his ſaid Books and Accounts; but he is not obliged to make this Offer till the Letters are notified,

tified, as it is only from the Moment of their Notification, that his Failure is eſteemed known or publiſhed, and that if he preſented his Books before having obtained and publiſhed the protecting Letters, his Creditors, knowing thereby the bad State of his Circumſtances, might value themſelves on that Diſcovery, to make him Priſoner, even whilſt he was ſolliciting the Arret, which by this Means would be rendered unſerviceable, as the Violence offered him in the Arreſt could not be repaired by it, for want of its having a retroactive Effect.

4thly, To enjoy the Benefit of the Time granted by the Letters, the Debtor ought to notify them to his Creditors, and others concerned in his Failure, who live in the ſame Place with him, in eight Days from their Date, but to thoſe reſiding at a Diſtance, to be counted from the eighth, at one Day for every five Leagues; and, as was before obſerved, they only protect from the Suits of thoſe to whom they are intimated; not that the Omiſſion to notify them to ſome of the Creditors within the ſaid eight Days renders them null and void, but becauſe that in regard to the Creditors neglected or forgotten, they are ineffectual till after their Notification; though the Vigilance which the other Creditors have uſed to preſerve the Effects of their common Debtor, is nevertheleſs equally ſerviceable to thoſe who are ignorant of the Letters, and to thoſe who have acted either by Oppoſition, or otherwiſe endeavoured to preſerve their Dues and make their Reaſons valid.

The Deſign of the Arret's being notified in eight Days from its Date, is to afford the Creditors an Opportunity of deducing and offering their Reaſons againſt it, if they have any, and that they may be admitted to make Proof of the Cheat, Fraud, and Knavery of their Debtor, if they ſuppoſe, and are capable of proving it; and it is not otherwiſe either reaſonable or juſt, that he who has obtained the Letters ſhould remain Maſter of the Time for notifying them, as he might greatly abuſe that Liberty, either by abſconding the beſt of his Effects, or making new Purchaſes, and then retiring with them into ſome foreign Part where his Creditors cannot reach him; and this he might eaſily do, if iniquitous enough to attempt it; as his Creditors not knowing that he was poſſeſſed of his Protection, and conſequently not ſuſpecting the bad State of his Affairs, would naturally take no Precaution to prevent either his Fraud or Flight.

5thly, A Merchant, after obtaining theſe Letters, is not at Liberty to pay any one Creditor in Preference to another, nor no longer Maſter (but a Depoſitary or Truſtee) of his Effects, which ought to be divided equally among them, and they participate of the bad Fortune of their common Debtor, without procuring an indirect and particular Advantage to any one of them, as this Preference is not only unjuſt and odious, but if diſcovered, renders the Letters unprofitable to him that has obtained them, by their becoming null, for his having acted ſo contradictorily to the Intent and Purpoſe of them.

And beſides this Penalty ſo juſtly ordained againſt the Treachery of a Debtor, who either through Inclination or Fear, ſo unequally treats his Creditors, to whom he owes an unbiaſſed Juſtice, and a Part of his remaining Effects proportionable to their Credits, the neglected or forgotten Creditors, and who have been only paid a Part, whilſt others have received their whole Debts, have a Right (if they have ſufficient Proofs) to demand a Drawback of as much as will be ſufficient to put them all on a level, according to the common Contract which has been regulated and agreed between them and their Debtor; for as the Ordinance diſpoſes, that thoſe Creditors who ſhall have received any Effects within a ſmall Space before a Bankruptcy, ſhall be obliged to reſtore them to the Stock; there is a much ſtronger Reaſon for their doing ſo who have received them, after a Failure is become known and public.

6thly, The Letters always order the Judge to whom they are directed, that in proceeding to their Accompliſhment (the Creditors being called) he give to the Grantee ſuch Time as he ſhall deem reaſonable for the Payment of his Debts, which however muſt not exceed five Years, except with the Conſent of two Thirds of the hypothecated Creditors; and in the mean Time the Letters grant him ſix Months Delay to ſollicit their Accompliſhment, during which Term the attempting his Perſon, or moveable Furniture ſerving his Uſe, is prohibited.

7thly, He cannot be excluded from obtaining the Arret under the Pretext of Renunciations, which he has or might make in paſt Acts and Contracts.

8thly, Thoſe who have obtained Letters of Reſpite, *&c.* cannot value on them when they are accuſed of Bankruptcy, when they are actual Priſoners, or that the Seal is put on their Effects.

9thly, Second Letters of Reſpite, or Arrets, are never granted, at leaſt without new and conſiderable Cauſes, whereof he ought to make a Beginning with Teſtimonies and Proofs, as has been ſaid before.

10thly, There are many Caſes in which Letters of Reſpite, *&c.* are not to be obtained, *viz.* for Penſions, Aliments, Medicines, Houſe-hire, Crops of Corn, Servants Wages, Hire of Workmen, and Journeymen, Ballances of Guardians Accounts, neceſſary

and voluntary Depoſits, Couzenage, Reparations, Damages and Intereſts, adjudged in criminal Matters, Management of Public Money, Bills of Exchange, Merchandizes ſeized at Marts, in Fairs, Markets and public Ports, Freſh-water Fiſh, dry and ſalted, Securities judicial and extra-judicial, and of joint Bondſmen, Funeral Charges, Arrears of Ground Rent, Obligations of Long Leaſes, Merchandizes and Effects bought of the *Eaſt-India* Company, or Things ſold of Uſe to it.

11thly, It muſt be remarked, that from the Moment the aforeſaid Letters are obtained and notified, the Grantee forfeits his Honour, and is thereby not only rendered uncapable of aſpiring to any Poſt, or public Employ, but is diſſeized of them all from that Period, if he is then in Poſſeſſion, and can only be reſtored to his loſt Credit and Reputation by Letters of Rehabitation, granted by the King, which places them in the ſame Condition with regard to Honour, and Capacity of enjoying public Employment, that they were in at the Time of their Misfortunes; but theſe have never been obtained (as has been before obſerved) till their whole Debts are paid with Intereſt; and under theſe Circumſtances they are ſometimes, though rarely, granted to Bankrupts alſo.

What I have ſaid concerning thoſe trading People, who have obtained Letters of Reſpite or general Protection, will ſuffice to ſhew how far, and on what Conditions they are valid; and I ſhould now proceed to inform my Reader how thoſe Bankruptcies and Failures are treated in *France*, who have not been able, either through Surprize or Neglect, to obtain the ſaid Letters: But as the Wife's Fortune or Jointure is equally regarded under any of theſe Circumſtances, I ſhall mention the Proceedings thereabout prior to the others, as the Knowledge of that Circumſtance makes a neceſſary Part of this Subject.

It is the Uſage and Cuſtom of ſome Places in that Kingdom, for Women on their Marriage with Men in Trade, to become Partners with their Huſbands for One-third, or Half the Fortunes they bring, except it is otherwiſe agreed in the Marriage Articles, and the Wife thereby expreſly renounces the ſaid Uſe or Cuſtom, and has ſuch Renunciation regiſtered, and publiſhed, by fixing it in Writing to the public View, at the Place of the Conſular Juriſdiction, if there be any there, if not at the Town-Houſe, under the Penalty of its being null, as it is valid only from the Day of its Regiſtry and Publication; and that my Reader may judge of the Motives for the King's Ordinance enjoining this Circumſtance, he may pleaſe to obſerve, that in Conſequence of the Copartnerſhip, the Woman on the Huſband's Failure is obliged to come in as a Creditor in common with the others in this Manner, *viz.* Suppoſing ſhe brought a Fortune of 4000 Livres, the Half is put into the joint Stock, and the other Moiety ſecured to her own Uſe, by Marriage Articles, but remaining in the Huſband's Hands; and he failing, her 2000 Livres Stock ſinks with his, and ſhe comes in as a common Creditor, for the other 2000 Livres. On the contrary, a Woman renouncing the Copartnerſhip in the Manner above recited, and bringing 4000 Livres Dowry, generally has in Lieu of the expected Profits from Trade, a Sum (ſuppoſe 10,000 Livres) joined to her Fortune, and ſettled on her by Marriage Contract; and in Caſe the Huſband afterwards becomes a Bankrupt, ſhe is entitled to an equal Share of his Effects, with all his other Creditors, proportionable to the ſaid Sum, ſo that ſhe is greatly benefited by her Renunciation, in Caſe the Huſband proves unfortunate; but as the Publication of this Circumſtance was not formerly made obligatory, many People (knowing the Cuſtom of the Place) were drawn in to truſt a Man who had married a rich Woman, with much more than they would have done, had they been acquainted with her Renunciation, as they conjectured ſhe had greatly augmented his Stock, and conſequently that their Credit was well founded, and a Compliance from the Debtor would be both punctual and ſure; when in Reality, the matrimonial Agreement was quite the Reverſe, and a Change of Circumſtances opens to them the Fallacy of their Expectations, by expoſing the little Foundation they had to ſupport the Reaſons of what were only ideal and ill grounded; and to avoid a Continuance of ſuch Deceptions, the King publiſhed the aforementioned Arret in *March* 1673, ſo that no one now can be impoſed on in this Matter except through Indolence, or wrong Information, but may take ſuch Steps in their Dealings with Traders under either of the aforeſaid Circumſtances, as they ſhall deem prudent, and not run any unwarrantable Lengths in their Credit, through a miſtaken Notion of a larger Fund for Payment than there truly is; and thus much I thought proper to mention on this Subject before I treated on the *French* Laws concerning *Bankruptcy* and *Failures* (where protecting Letters have not been obtained) which I ſhall now go through with as much Brevity as the Nature of the Thing will admit of.

It has been remarked in a preceding Part of this Chapter, that from the Moment Letters of Reſpite, *&c.* are obtained and notified, the Grantee is deemed to have failed, and thoſe whoſe unexpected Miſfortunes have too ſuddenly reached them to leave Room for procuring ſuch a Safeguard, and obliged

them to abſcond, their ſo doing, and the conſequent ſealing up of their Effects, by order from the Judge, who has been petitioned ſo to do by ſome Creditor, is eſteemed a Declaration of their Stopping, or Failing; and as there is a Diſtinction made in all the King's Ordinances (before remarked) between the Man who has by a Chain of unhappy Events been reduced to theſe Diſtreſſes; and *he* who has brought them on himſelf through Debauchery or Deſign, I ſhall mention the Laws in Force, in regard both to the one and the other, and begin with thoſe concerning the innocently unfortunate firſt, in whoſe Favour an Ordinance was made at *Paris*, the 12th of *March*, 1678, in the following Words, *viz.*

By Order of the King.

MONSIEUR the Provoſt of *Paris*, or Monſieur the Lieutenant Civil, upon what has been repreſented to us, by the King's Attorney, that it has for ſome Months paſt been perceived, by the Requeſts that have been preſented us, that many Merchants, Bankers, and other Traders, have been obliged to retire from this City, and to abandon their Effects and Families, and having determined to know the true Cauſes of their Retreat, and examine whether it might be preſumed, that the Knavery and Deſign of committing fraudulent Bankruptcies, had made them take that Reſolution, it has been found that it has been more through ill Luck than Knavery; and that many foreign Bankers and Merchants, who have failed and broke, have carried away, and diverted large Sums, which were owing to the Bankers and Merchants of this and other Cities of the Realm, which has reduced and put them into a Condition, not to have ready Money ſufficient to acquit the Bills of Exchange, daily falling due, although they have more, or as much in Effects, as in Debts; and as it is juſt, ſeverely to puniſh fraudulent Bankruptcies, according to the Rigour of the Ordinances, it is not leſs ſo, to hinder that Merchants and Bankers who have truſted their Money with Strangers, under the good Faith or Credit of Trade, ſhould not be treated in the ſame Manner as if they had committed a Cheat, and that their precipitated Abſence to avoid a Priſon, and the conſequent Charges hindering their Return to Trade, and Re-eſtabliſhment of their Credit, require that ſome Proviſion be made in it. And we, having Regard to the Requeſt of the King's Attorney, do ordain, that all Merchants, Traders, Bankers and others, concerned in Commerce, who without Fraud, find themſelves in a Condition unable to diſcharge their Debts, whether for Bills of Exchange or otherwiſe, by Reaſon of the Loſſes they have met with, may appear before us by Petition, to which they ſhall tack Duplicates of two Accounts, which they ſhall ſign and affirm to be true; the one of the Value of their Effects, and the other of their Debts; in Virtue of the Ordinance which ſhall be put at the Bottom of the Petition, they ſhall ſummon all their Creditors the following Day to appear before us, to agree among themſelves, or two Merchants, or other Perſons they know, who ſhall examine the Accounts, and make a ſummary Inventory, and value and appraiſe their Effects, in an amicable Manner; and to agree together on the Terms and Times of Payments, and Remiſſes if any are made, and ſell the ſaid Effects in a friendly Way, if poſſible, and after having heard the Merchants which ſhall have been named, proceed to the Confirmation of the Contract, which ſhall have been paſſed, in all Things appertaining to it, the whole without Expence or Application of the Seal, though without Prejudice to the Creditors, who ſhall become Accuſers of a fraudulent Bankruptcy, and to the King's Attorney to proſecute extraordinarily, and demand the Sealing of the Effects of thoſe who ſhall have abſented themſelves, or become Bankrupts, embezzled, hid, and concealed their Effects in Prejudice of their Creditors, upon which Petitions let Juſtice be done. And the preſent Ordinance ſhall be read, publiſhed, and affixed, where need ſhall be, *&c.*

And in Conſequence of this Ordinance, a Merchant who finds himſelf in the unhappy Situation it treats of, and (to avoid the Violence which ſome of his Creditors may offer him) has abſconded (if prudently adviſed) will by ſome Friend ſollicit a ſafe Conduct from them for fifteen Days, or a Month, that he may appear and render an Account of his Actions; and after having obtained it from the greateſt Part, if there is any one who refuſes to ſign it, he ought, before diſcovering himſelf, to petition the Judge and Conſuls, or other Royal Judges, or even the Parliament; and it would be ſtill better, in order to evitate all Tricks and Shifts, to ſollicit the Confirmation with thoſe who have ſigned, and a Permiſſion to ſummon the Refuſers for to decree and ordain, that it ſhall be allowed by them, and in the mean Time they ſhall be prohibited attempting his Perſon or Effects; upon which Petition a Sentence or Arret will be given, granting his Demands; the which being carried to the Regiſtry, it ought to be noted to the diſſenting Creditors as ſoon as poſſible.

If all the Creditors are not reſident in the ſame Place with him, but ſeveral of them in other Towns of

of the Realm, he muſt write them to come, or ſend their Procuration to ſome one of their Friends, to attend the Aſſemblies of the Creditors who are preſent, that they may have no Reaſon to complain of him. The ſecond thing this unfortunate Trader ought to do on his Return home, if he has the Seal put on his Goods and Effects, is to requeſt the Taking it off in an amicable Manner, but if this is refuſed, it muſt be ordained by the Authority of Juſtice. And the third Thing is, that from the Moment he receives his Books again, he muſt make out a general State of all his Effects, as well what he owes as what is due to him, to deliver to his Creditors, when they aſſemble to examine his Affairs, and this is in Conformity with the ſecond Article of the eleventh Title of the Ordinance in 1673.

Having drawn out his Accounts in the moſt exact manner, he muſt put the following Certificate at the Bottom of them, *viz.*

I The underwritten do certify to all whom it may concern, that the State here above of all my Effects, as well Debtor as Creditor, contains the Truth, and that I have not omitted any Thing, or made uſe of any Perſons, or Names in it, that are not my true and lawful Creditors; in Faith of which I have ſigned the Preſent, the 29th of May 1750.

And it is not ſufficient that he has drawn out this State, but he muſt alſo ſtrike a Ballance for the greater Eaſe of his Creditors, that they may ſee with the Caſt of an Eye the Truth of his Affairs, and what they have to expect; and he muſt likewiſe put underneath the ſaid State, an Account of all the Loſſes that have happened to him, whether by Shipping, Bankruptcies, or otherwiſe, the Intereſts that he has paid, and his Houſe Expences, that he may juſtify his Conduct to his Creditors, in Caſe he has not Effects ſufficient to pay them their whole Due, that they may have nothing to reproach him with.

When he is ready to render this Account to his Creditors, of his Conduct and their Eſtate; he muſt convoke an Aſſembly of them, by Summons ſent in Writing to each of them, and being all met, his Behaviour to them ought to be free from Affectation, either of too great Dejection or Arrogance, but with ſuch Concern and Humility, as a juſt Reflection of his Circumſtances will naturally excite; and although ſome of them ſhould ſo far degenerate from Reaſon and good Manners, as to be abuſive and ſlanderous in their Treatment of him, it ought not to exaſperate him to make correſpondent Returns; but command his Paſſion, by reflecting that it is not every one has Philoſophy enough to bear Loſſes with Temper and Equality of Mind, and it is probable what they ſuffer by him (though he could not help it) may reduce them to the ſame Condition with himſelf; therefore Allowances ought to be made, and no injurious Language returned from the unhappy Sufferer, tho' ſuch a Shock is certainly not the leaſt of his Misfortunes; however he ought to ſubmit without murmuring; and together with the State of his Affairs, he ought to deliver the Creditors his Books, that they may compare the one with the other; but in Caſe no one will take them under his Care, the Inſolvent may then deliver them into the Regiſtry, as was before ordered to be done, by thoſe who had procured Letters of Reſpite, &c.

At the firſt Meeting of the Creditors there is ſeldom much done, the greateſt Part of the Time being generally employed in Complaints and Injuries againſt the Failed, and at moſt Directors or Aſſignees are choſe to take care of the common Intereſt of the Creditors, to ſee and examine the Books and Papers of the Debtor, and to fix the Days of meeting to conſult about the Affair.

It is to be remarked, that while this is tranſacting, each Creditor in particular endeavours as much as he can, to get himſelf paid the full of his Debt; the Engagement in which he ſtands with his Debtor renders him ingenious and fertile in Inventions to incline him to conſent to his Demand; one by threatning to proſecute him as a fraudulent Bankrupt, and aſſerting that it will not be difficult to bring Proof of his Knavery; another menaces him with his Determination of hindering his Compoſition by his Influence and Intereſt; whilſt a third flatters and careſſes him, laments his Misfortunes, and affecting a Generoſity, offers him his Purſe, proteſts never to forſake him, that he may depend on his uſing all his Induſtry and Power to facilitate his Accommodation; that it is unreaſonable he ſhould be deſpoiled of all his Effects, and heartily pities both him and his Family; in fine, he makes uſe of every ſoft and coaxing Expreſſion which he thinks may influence his Debtor, and incline him to diſtinguiſh this Flatterer from the reſt of his Creditors, by ſatisfying him at their Expence. But if unable to prevail, and the Lamb's-Skin has been of no Service to him, he quickly puts on the Lion's, and there are no Sorts of Threats or Injuries he leaves unuſed to the unhappy Debtor, who, combated by Hopes and Fears, ſometimes fails into the Snares laid for him, and quits thoſe juſt Rules of putting all his Creditors on the ſame Footing, and by ſo doing, compleats his own Ruin; for the Fawnings and Menaces of Creditors can in no Shape operate to the Prejudice

Prejudice of an honeſt Bankrupt, who has punctually rendered an exact Account of his Conduct and Affairs as the Law directs.

But having hitherto only mentioned the Duty of the Debtor, I ſhall proceed to hint the Obligation of the Creditors: And the firſt Step they ought to take when aſſembled about their common Affairs, is to elect ſome among them for Aſſignees by the Plurality of Votes, who are Men of Probity and Capacity, to ſee and examine the State of their Debtors Affairs, and to make their Report about them; and that they may proceed with the greater Order and Regularity, if the Failure is very conſiderable, it is adviſeable that they chuſe a Notary to receive the Acts of the Creditors Deliberations, and for this it is neceſſary to aſſign the Place, and Days of their Meeting, that no one may pretend Ignorance; and for the Security of thoſe elected, the Act of their Nomination ought to be approved and confirmed by the conſular Juriſdiction, if there is one, or in the Royal, or in the Parliament's, if there is any in the Town or City where the Failure has happened.

The Power which the Creditors ordinarily give to the Aſſignees, is,

1ſt, To proceed in taking off the Seal, if it has been put on.

2d, To deſcribe and inventory all the Debtor's Effects, as well active as paſſive, which ſhall be found belonging to him; alſo all his Books, Letters, and other Papers and Inſtructions which can ſerve to the Eclairciſement of his Affairs.

3dly, To ſee and examine the State which he ſhall have given in, his Books and Accounts, and whether they have been regularly kept according to the Ordinance.

4thly, To ſell the Merchandiſe and Houſhold Goods of the Bankrupt, and pay the Money into the Hands of the Notary that ſhall have been choſen, or to any other that the Creditors ſhall direct.

5thly, To recover all the Debts, and to undertake all the neceſſary Proceedings towards it.

6thly, To examine the Tranſactions, Contracts of Compoſition, Bonds, Promiſſary Notes, Bills of Exchange, and other Proofs of thoſe who pretend themſelves Creditors of the failed: From all which Things to make a good and faithful Report, to the general Aſſembly of the Creditors, which ſhall meet for that Intent.

And the Aſſignees of a Failure ought to obſerve the following Maxims:

1ſt, They ought never to abuſe the Authority given them by the Creditors, in favouring the Bankrupt to their Prejudice, from a Motive of private Intereſt, as this would be wanting in that Honeſty which ought religiouſly to be obſerved by thoſe who are charged with the Management of joint Affairs.

2dly, as it often happens that the Creditors of a Bankrupt are not all Inhabitants of the Town of his Reſidence, but of ſeveral others in the Kingdom, who deſire their Friends to aſſiſt at the Aſſemblies, only to ſee what paſſes, without a Power of engaging them in the Reſolutions of the Creditors: This Maxim ought to be obſerved; *never to admit any one to their Meetings who are not Bearers of ſpecial Powers, for Conſent*; *and agreeing to all that ſhall be deliberated and done by Plurality of Votes*; *though this Plurality is not to be counted by the Number of Perſons, but the Import of their Debts (or in other Words, not by Number but Value) and the Creditors to whom three Fourths of the Whole is owing, ſhall decide this and every other controverted Affair.*

3dly, The Aſſignees having got their Power authoriſed in the accuſtomary Manner, ought in the firſt Place to take with the Commiſſary a Copy of all the Opponents to what is ſealed of the Failure, and to make them aſſign a certain Day and Hour in his Houſe, for to come and ſee, and conſent to the Taking it off; and whereas in theſe Meetings, each Opponent has his Attorney, ſo that ſometimes there may be thirty of them, it ought to be ſettled and ordained, that the ancienteſt ſhall plead for all the Opponents, in order to evitate the great Expences that would otherwiſe occur, from each Opponent's having one to plead for him.

4thly, If on inventorying, any Creditor claims the Merchandiſe that he ſhould have ſold to the Debtor, he muſt give a Deſcription of it, as well in Reſpect to the Quality, as of the Quantity and Colours, whether both Ends are uncut, and the Lead untouched whereon is imprinted the Mark and Ticket on which is wrote the Name of the Reclaimant, and which gives him a Right to the pretended Return; this being the Cuſtom always practiſed and obſerved on ſuch Occaſions, in order to prevent unhappy Conteſts, which might ruin both the Debtor and Creditor in Expences.

5thly, The Inventory and Deſcription of the Merchandiſes, Houſhold Goods, and Papers, appertaining to the Failed, being made, the Aſſignees ought diligently to ſee and examine the Books and Entries of the Bankrupt, in order to find out whether the State which he has given in, be conformable to them, before they proceed to the Sale; and they ſhould make a Calculation as near as poſſible, of the Value of his Effects, which they ſhould report to the Creditors at the next Aſſembly, that it may there be diſcuſſed, whether

whether it will be moſt for their Intereſt to put the Effects into the Debtor's Hands, under proper Clauſes and Conditions, or to diſpoſe of them intirely, and part their Produce among them.

6thly, But before they proceed to the ſaid Deliberation, the Debtor ought to juſtify his Conduct to them, and clearly prove how his Loſſes have aroſe; as it would be imprudent to truſt a Man with the Management of their Affairs, by returning him his Goods, of whoſe Integrity they ſhould have the leaſt Suſpicion.

7thly, After having examined the Conduct of the Debtor, they ought alſo ſtrictly to ſcrutinize the Pretenſions of every Creditor, to ſee that their Demands are juſt, as on theſe Occaſions Tricks and Cheats are too frequent.

8thly, In examining the Books and Papers, the Aſſignees ſhould carefully remark whether the Bankrupt has not made any illegal Sales or Ceſſions of his Effects; which become ſo, if they are not tranſacted at leaſt ten Days before the Failure is publickly known, and all Agreements or Conveyances whatſoever, made or done within theſe Limits, become null and void by all the King's Ordinances, although all the Acts and Obligations of them are paſt before a Notary Public, and the Effects ſhall return again to the Stock, and be divided with it among his Creditors.

9thly, After the Aſſignees have exactly performed all Things beforementioned, and made the neceſſary Remarks upon the Vouchers and Evidences concerning the Debt of each Creditor, they ought to draw out an exact Ballance of all the Effects, in order to give the Creditors an Inſight into the Debtor's Affairs, and thereby make them capable of judging how to act moſt for their mutual Benefit, and to determine whether it will be moſt advantageous for them to return him all, and wait a reaſonable Time for the Recovery of their entire Dues, or to adjuſt the Payment with a certain Loſs, or to ſell all and divide the Produce.

And the preſenting the ſaid Ballance to the Aſſembly, which the Aſſignees ſhall convoke for that Purpoſe, ought to be done by the moſt capable among them for explaining it; and he ought to be ſo circumſpect in his Behaviour on the Occaſion, as to give no Offence by exclaiming againſt either the Bankrupt or any of the Creditors, for either real or imaginary Offences, as this is contrary to the Rules both of Prudence and good Manners; for theſe Complaints ſhould only be made to the ſuppoſed Offenders by themſelves, and not in a general Aſſembly, it being ſcandalous and may move the Paſſions of ſome, who may not have all the Honeſty and Civility that could be wiſhed, to be influenced by the Outcry and unreaſonable Violence, to turn the Meeting into a Crowd and Rout, and fruſtrate the Deſign of their Aſſembling, by diſperſing them with Noiſe without coming to any Reſolution.

If it is judged neceſſary by a Majority of the Creditors to appoint ſome one to recover Debts that may appear to be in Danger, it is lawful for them to do it proviſionally, notwithſtanding any Oppoſition or Appeal by the fewer Number: And it is equally conformable to the King's Ordinances, to pay off any Mortgage or Rent-Charge (as theſe carry Intereſt) with the Ready Money that ſhall be found in Caſh, although the Minority ſhould be againſt it; and this Minority is always to be underſtood not to exceed one Fourth Part of the Creditors in Value, ſo that when three Fourths of them conſent to any thing, the Oppoſition of the one Fourth is not to be regarded.

What has been ſaid hitherto, only regards the Perſon who breaks through adventitious Loſſes and Miſfortunes, and who conſequently merits the charitable Attention of his Creditors; and I proceed now to ſpeak of the Treatment that the fraudulent *French* Bankrupt has to expect from the Laws of his Country, and every one unhappily concerned with him.

The Bankrupt, who becomes ſo with the premeditated Intention to cheat, and unjuſtly riſe up with the Effects of thoſe who have truſted him, deſerves not only the Averſion of all his Creditors, but of the Public, and merits an exemplary Puniſhment; a fraudulent Bankrupt being worſe and more infamous than a Highway Robber, as Travellers generally go provided to defend themſelves from theſe latter, though it is not ſo eaſy to guard againſt an Attack from the malicious Deſigns of ill-intentioned Men.

The fraudulent Bankrupts are *thoſe*, who embezzle or convey away their Effects to feigned Creditors, that by their Means they may bring their real ones to greater Conceſſions, and benefit themſelves by the Sums, thus iniquitouſly obtained; *thoſe* who put their Effects under Cover of fictitious Names, by falſe Sales of their Eſtates or Goods, and by pretended Ceſſions, or Conveyances of them; in fine, *thoſe* who deſtroy or hide their Books, Records, Papers, and Documents, to hinder an Account of their Effects from coming to the Knowledge of their Creditors, muſt alſo be reputed, and counted among the Number of fraudulent Bankrupts.

There is nothing ſo pernicious or dangerous to the State and Public, as fraudulent Bankrupts, for which Reaſon, a Puniſhment ſufficiently ſevere, and adequate to the Crime, is hardly yet diſcovered, notwithſtanding there are many Ordinances ſubſiſting, which

decree

decree exemplary Chaſtiſements to thoſe, who maliciouſly and in Fraud of their Creditors become Bankrupts, though till the Time of *Henry* IV. this Crime was not puniſhable with Death; but the Frequency of it in that Prince's Reign, induced him to change the more lenitive Laws of his Predeceſſors, into the ſeverer one now mentioned.

Of Dutch Bankruptcies.

EXPERIENCE daily demonſtrates that it is in Places of the greateſt Commerce that Failures and Bankruptcies moſt frequently happen; and the Reaſon is not difficult to be diſcovered, as it is clear that among a great Number of Merchants, it would be a Sort of Miracle if all of them were equally ſucceſsful in their Enterprizes: If it were otherwiſe, to commence Merchant, and lay a Foundation for Riches and Proſperity, would be the ſame Thing. But God has ſo diſpoſed the Affairs of this World, that we often ſee one Merchant ruined and undone by the ſame Trade which has enriched another; and on the contrary, that Traffic, which has been productive of great Wealth to ſome, has proved ruinous and deſtructive to the Eſtates and Fortunes of others. But not to dwell on theſe Reflections I ſhall mention the Diſtinction made here between two Sorts of Bankruptcies, Failures or Breakings, which are three ſynonymous Words, and though they ſeemingly expreſs the ſame Thing, the one however is more ſoft, and leſs heavy and burthenſome than the other; for the Name of a Bankrupt is opprobrious and odious to all honeſt Men, and is only applied to thoſe who become ſo to enrich themſelves at their Creditors Expence, or thoſe who give Room to ſuſpect the Honeſty of their Intentions, when they ſtop lightly, or for trivial Cauſes; inſtead of its being only ſaid that ſuch a one has been unfortunate, or had the Misfortune to break, when it is ſeen that he is reduced by inſupportable Loſſes, which every honeſt Man is expoſed to, by a great Number of unforeſeen Accidents; but if he deſigns always to continue his Integrity, and not wound his Conſcience in obtaining for himſelf his remanent Effects, which are juſtly his Creditors, he will make no Difficulty to deliver them up his Books, to communicate to them the true State of his Affairs, and to commit himſelf to their Mercy and Diſcretion.

So that in my Opinion the Chamber of the deſolate Funds (called in *Dutch, de Kamer van de deſolate-Boedels)* which we have in this City *(Amſterdam)* was not eſtabliſhed for this laſt Sort of Perſons, but with the ſole View to prevent the Knavery of thoſe, who in breaking would retain to themſelves the greateſt Part of the Effects they poſſeſs, and fruſtrate their Creditors Endeavours to ſecure them; for when an honeſt Man has the Misfortune to fail, he makes no Difficulty of declaring it to his Creditors, and frankly to communicate the State of his Circumſtances and Effects; and if his Creditors find that the Loſſes and Diſaſters, which he alledges to have been the Occaſion of his Stopping are true, and that his Integrity ſtands unimpeached, they frequently agree on Terms ſettled among themſelves, leaving him ſomething wherewith to endeavour his Re-eſtabliſhment; but if it happens that any of the Creditors refuſe to ſign this Agreement, he is obliged to declare his Affairs at the Chamber aforementioned, which (after the Formalities in the following Ordinance) will oblige the Recuſants to ſubſcribe the Agreement, if it has been ſettled between the Inſolvent and two Thirds of the Creditors for three Quarters of the Debt, or three Quarters of the Creditors for two Thirds of the Debt, as will be ſeen in the ſubſequent Ordinance.

Inſtructions and Orders for the Commiſſioners of the deſolated or ruined Eſtates.

THE *States of Holland and Weſt-Friſe* make known, that it has been remonſtrated to us by the Burgo-Maſters and Regents of the City of *Amſterdam*, that they thought proper ſome Years ago to eſtabliſh in the ſaid City a Chamber for the deſolate Eſtates, under certain Regulations, as was then convenient; that they, the Remonſtrants, having ſeen ſuch abundant Fruits and good Effects, that they were in the Deſign, not only to continue it, but were deſirous alſo to provide for it by a more particular and ample Ordinance, drawn up on the Plan, which the Commiſſioners of the ſaid Chamber have made, and which they have found to be advantageous and neceſſary, by the Experience they have had, according to the Terms of the Copy which has been delivered us, and hereafter inſerted; that to the End ſo good a Work might have a greater Force and Virtue, the Remonſtrants have prayed, that we would be pleaſed to give our Approbation and Grant, in the beſt and moſt ample Form, containing the ſaid Inſtructions and Orders as follow:

I.

In the firſt Place, there ſhall be yearly appointed, on the 4th of *February*, by the Lords Juſtices, five fit Perſons for the Direction of the Chamber, of which

which two ſhall be taken from among the old *Echivens* (which I think may be tranſlated *Aldermen*) and the others to be expert in Trade.

II.

Of theſe Commiſſioners there ſhall be at leaſt two continued for three ſucceſſive Years, but not for any longer Time; and touching the Election and Continuation of the others, it ſhall be done as is cuſtomary in the other Banks and Chambers directed by Commiſſioners.

III.

The ſaid Commiſſioners ſhall aſſemble daily to attend all the Affairs which may happen in Relation to the inſolvent Funds or Eſtates.

IV.

When there are any inſolvent Eſtates in the ſaid City, or its Juriſdiction, either by Death, or Failure of ſome Perſon, and that it ſhall have come to the Knowledge of the ſaid Commiſſioners, they ſhall immediately go with their Secretary (who ſhall be ordered thereto) and in their Preſence, or others appointed thereto, exactly inventory all the Effects, and put them in good and ſafe Cuſtody, to the Creditors greateſt Advantage, and as they judge they ought to be; they ſhall alſo ſecure without Delay the Books and Papers appertaining to the ſaid Eſtates.

V.

The Effects being ſo inventoried and ſecured, with the Books and Papers, they ſhall give Order, that two or more Perſons be appointed Truſtees of the ſaid Funds, who by Letters or Expreſs (if it is neceſſary) ſhall endeavour to ſecure all the Eſtates, Effects, and Debts, belonging to the ſaid Funds, whether within or without the Juriſdiction of that City, or of this Country.

VI.

This being all done, there ſhall be let paſs at leaſt ſix Weeks, or more, at the Diſcretion of the Commiſſioners, without proceeding to the Sale of any of the Effects; but the ſaid Time ſhall be left to the inſolvent Perſon, or to the Relations of the Deceaſed, to the End that in the ſaid Space, they may find ſome Method to ſettle with the Creditors; nevertheleſs the ſaid Truſtees ſhall be uſing their Endeavours during that Time to recover whatſoever is due to the Inſolvent, and to procure and promote the Creditors Advantage.

VII.

And to the End that in ſuch Compoſitions every thing be done in Order, all Merchants or others who have already failed, or become inſolvent, or that ſhall hereafter fail or become inſolvent, and their Heirs, may convoke or ſummon all their Creditors before the Chamber of the deſolate Funds, by Citation of Bills fixed up, or by Letters of Advice to thoſe who live without the Diſtrict of this City; and that in Preſence of the ſaid Commiſſioners, or the greateſt Part of them, they may (after a ſincere Opening and Declaration of the State and Condition of their Stock, as alſo a true State of their Debt and Dues) undertake and draw up a Compoſition or Agreement, for the Payment of what they owe, totally, or in Part, in ready Money, or in ſuch a Time (giving Security) as they are able, and that the Parties ſhall think reaſonable.

VIII.

And the Minority of the Creditors ſhall be obliged to follow and conform themſelves to the Majority; the which ſhall be three Quarters of the Creditors for two Thirds of the Debt, or two Thirds of the Creditors for three Quarters of the Debt.

IX.

But thoſe who have Securities or Pledges, ſhall not be admitted to the Agreement; but only thoſe who have been Securities, who alone ſhall have a perſonal Action for their Indemnity, and the ſame Right, and of the ſame Nature with the perſonal Creditors.

X.

All thoſe who pretend to be Creditors of an inſolvent Eſtate, ſhall alſo be obliged to juſtify their Debts before the Commiſſioners of the deſolate Funds, who in Caſe of Diſpute ſhall determine it, whether the Failed has agreed or not.

XI.

No Agreement begun between the Failed (or any one on his Part) and the Crediters ſhall be made nor concluded, but with the ſaid Commiſſioners Conſent.

XII.

The Agreement between the Inſolvents (or their Heirs) on the one Part, and their Creditors on the other, being made under ſufficient Security, and ſigned by the Creditors, or the greateſt Part of them; the Parties agreed, and their Effects ſhall be diſcharged from the ſaid Chamber, and reſtored to their former Liberty, to trade, receive, and pay, in the ſame Manner as before their Failure, and after paying the ſaid Commiſſioners all the Expences occaſioned on Account of their ſaid Affairs, at their Diſcretion; ſo that in the mean Time they ſhall not ſatisfy any one of

of their Creditors to the Prejudice of the others, under Penalty of forfeiting the ſaid Agreement.

XIII.

And the Failed and his Securities ſhall be obliged to furniſh and put into the ſaid Commiſſioners Hands, as ſoon as the Agreement ſhall have been paſſed as aforeſaid, on the Day and on the Terms therein contained, for the Security and Advantage of the Creditors, the Sums they ſhall have promiſed, *pro rata*, of what they owe, to the End that the ſaid Creditors may receive their Sum from the ſaid Commiſſioners when they ſhall come to ſign the Agreement.

XIV.

Nevertheleſs, if it is found that the Inſolvent or his Heirs have acted knaviſhly and fraudulently, in, or after making the Compoſition, either by having hid their Books, Letters, or Papers, removed their Effects, Merchandiſes, or Debts, conveying them away to defraud their Creditors; or that they have underhand agreed with ſome one of the Creditors on other Conditions; ſuch ſhall not only have their Agreement ſet aſide, but ſhall be corrected and puniſhed according as the Caſe requires.

XV.

And thoſe who ſhall pretend to be, and make themſelves paſs for Creditors (without being ſo) by an Underſtanding with the Inſolvents, or from their own Motive, againſt their Knowledge, or that demand a greater Sum than their Due (in order to wrong the Creditors, and Benefit the Inſolvent) they ſhall be puniſhed as Cheats, and beſides be condemned to pay, as their own Debt, all the Creditors.

XVI.

The aforeſaid Time of ſix Weeks, or more, at the Commiſſioners Diſcretion, being paſt, without their having been able to mediate an Agreement, the Truſtees ſhall proceed directly to the Sale of the Effects, as well moveable as immoveable, as alſo the Stocks and Credits, provided that the Immoveables are not ſold without the Conſent of the Eſchevins, and between the 1ſt of *November*, and the 2d of *February (dans les douze Nuits.)* But the Merchandizes, Furniture, and other Effects, may be ſold publickly, and at Auction, at the Diſcretion of the ſaid Commiſſioners, without Prejudice to the Rights of the Secretaries and Keeper. But in Caſe there ſhould be among the Effects ſome Merchandiſe, which it ſhould be thought proper to keep for ſome Time unſold, either upon Account of an apparent Riſe of Price, or for ſome other ſtrong Reaſon alledged by the Truſtees to the Commiſſioners, then the Sale of the ſaid Merchandiſe may be retarded for ſome time, but not otherwiſe.

XVII.

All this being performed, the Commiſſioners ſhall appoint a Day for their Sitting on the Acts of Preference and Concurrence, by which Day all the known Creditors inhabiting this City ſhall be ſummoned by the uſual Citation, thoſe abroad by Letters of Advice, and the unknown by Bills fixed up; with a convenient Interval of Time to the End, that on the ſaid Day they may come to give in their Names and their Acts of Pretenſion, whether they be for a Preference or Concurrence.

XVIII.

The fixed Day being come, the Commiſſioners ſhall firſt proceed to examine the Debt, and the Preference of every one of the Creditors preſent, who ſhall endeavour to agree on this Subject; if this cannot be done, the Creditors, who cannot agree togetuer, ſhall each be ordered to deliver into the Commiſſioners Hands, in the Space of fourteen Days, according to the State of Affairs, a diſtinct Demand, with the neceſſary Pieces and Documents properly inventoried, on Penalty, that if in the aforeſaid Time, any one ſhall be found that has not furniſhed the ſaid Demand, he ſhall be held and regarded as deſiſting from his Pretenſion, and Right ſhall only be made on the Demand, and on the Evidences delivered by the other Pretenders: Thoſe alſo who in the ſaid fourteen Days have furniſhed their Inſtruments and Proofs, may demand, in other 14 Days after, a Copy of the Pretenſions and Deeds of every one of thoſe who have produced them, to the End, that in other fourteen Days following, they may write to debate and contradict, without allowing any longer Time for it; but after the ſaid Time of twice fourteen Days, the Thing ſhall be held to be in a Condition to be judged, and the Commiſſioners ſhall decree upon the Inſtruments which ſhall be till then delivered.

XIX.

The Preference being regulated and determined, thoſe who think themſelves aggrieved thereby, may appeal in ten Days after the Publication, or after they have had Knowledge of it, to the *Eſchevins*, in Conformity with the thirteenth Article of the eighteenth Chapter of the Ordinance, and the Inſtruments ſhall remain in the Secretary's Hands until the ſaid Time is paſt, or till the Appeal is renounced; ſo that the Impetrant, or Petitioner, muſt, after having received Appointment from the Auditor, diſpoſe ſo, that they be put, all perfect and concluded, in ten Days after the Demand, into the *Eſchevins* Hands, to be adjudged, *ex iiſden actis* A BENE VEL MALE, under Penalty of a Nonſuit, or dropping the Appeal; and the Sentence of the *Eſchevins* ſhall be proviſionally

ally executed, without Diminution, and without Prejudice of more ample Pleadings.

XX.

The Commiſſioners ſhall afterwards proceed to a Repetition, without attending that all the Money be fallen due or come in; but thoſe who are to be preferred to others ſhall be admitted, in order to receive their Debt, on giving an Acquittance and Security, or elſe on receiving it from the Hands of the Commiſſioners, according to the State of the Affairs of the Effects, and the remaining Money ſhall be diſtributed and paid to the other Creditors *pro rata*, under a parallel Security, which ſhall be given in the Secretary's Office. Nevertheleſs the Creditors, who in Right, as ſhall be found in the Sequel, ought to be the firſt; as alſo thoſe who have not been able to learn the Settling of the Preference and Concurrence ſoon enough, may demand a freſh Day to appear in, to the End that they may be heard, at their Expence, on the Preference and Concurrence.

XXI.

If a Tenant of any Houſe he inhabits, happens to fail between the Month of *May* and the firſt of *December*, in this Caſe the Proprietor, or he that let the Houſe, ſhall retake it for the Years the Leaſe has yet to run, and ſo diſcharge the Eſtate; ſo that he ſhall only have the Right of Preference upon the Effects which ſhall be found in Kind in the Houſe, for the Hire of the currant and preceding Year, and for no longer; and for what might be due to him before that Time, he ſhall equally concur with the other Creditors.

XXII.

But the Failure happening between the firſt of *December* and the Month of *May* following, the Rent ſhall remain for Account of the deſolate Funds for a Year, commencing from the Month of *May*, except the Proprietor ſhall think proper to retake upon him the ſaid Houſe for the ſaid Year.

XXIII.

And as the Advantage of the Creditors conſiſts in having the Affairs of an Eſtate ſoon finiſhed, and that honeſt Men may have their own the ſooneſt poſſible, the Creditors that would prove their Debts, or that would reclaim ſome Effects from the Eſtate as their Property; ſhall henceforward proceed in the firſt Inſtance before the ſaid Commiſſioners in the following Forms againſt the Truſtees, who in this Caſe ſhall be Defendants, and who on the contrary ſhall proceed as Plaintiffs againſt thoſe who ſhall be found to be Debtors, or reſponſible to the Eſtate.

XXIV.

The Creditors who would prove their Debts, and all others reclaiming any Effects of the Eſtate, as their own, ſhall be obliged to enter their Action againſt the Truſtees in the Time, or at lateſt before the Sitting for the Preference and Concurrence, and before the Sale and Removal of the ſaid Effects; and to this End they ſhall appoint the Truſtees three Days before by ſending them their Demands with the Citation, as alſo a Copy of all the Inſtruments and Papers of which they intend to make uſe; and in Caſe the Plaintiffs do not appear on the Day appointed, they ſhall be nonſuited, and the Inſtance diſcharged with Condemnation of Charges, which the Plaintiffs ſhall pay before they can make a new Inſtance.

XXV.

But if any one has arreſted the Effects, which he maintains to be his, he ſhall be obliged to cite the Truſtee within the third Day of the Arreſt, and to eſtabliſh his Action under Penalty of a Nonſuit.

XXVI.

The Truſtees being cited or appointed as before, and not appearing, there ſhall be Default againſt them; and on having a ſecond Citation and not appearing, the Commiſſioners ſhall judge upon the Demands and Papers of the Party appearing alone, and thoſe ſummoned ſhall be condemned to the Expence of the Proceſs, *propter contumaciam*.

XXVII.

The Parties ſummoned appearing, the Cauſe muſt be pleaded and determined forthwith, without giving or taking a Day to reply, except ſome ſtrong Reaſons induce the Commiſſioners to permit it.

XXVIII.

If the Truſtees ſummon any one in the Manner aforeſaid, and afterwards they do not appear themſelves, they ſhall be nonſuited; with the ſame Advantages to the Perſon ſummoned as is before-mentioned; and in this Caſe the Truſtees ſhall be obliged to pay the Expence out of their own Pockets.

XXIX.

But the Parties ſummoned not appearing, the firſt Default ſhall be granted, with a ſecond Citation for the Week following, and on Non-appearance the ſecond Time (the Citation being duly made) a ſecond Default ſhall be granted, with a proviſional Aſſignment, and a third Citation to ſee to change the Aſſignment into a definitive Condemnation, or to eſtabliſh a Right in ſome other Manner.

 XXX.

XXX.

But if the Parties ſummoned appear, they may conclude and finiſh their Cauſe in Pleading, or take a Day in the following Week, on which Day the Cauſe coming again to be conſidered, it muſt of Neceſſity be then determined and concluded, if the Commiſſioners have not Reaſon to order otherwiſe.

XXXI.

The Truſtees having arreſted any Perſon or Effects, ſhall be obliged at the Inſtance of the arreſted or intereſted Perſon, to bring the Proſecution in three Days before the Commiſſioners, to make their Demand and join Iſſue; upon which, the Perſon arreſted or intereſted muſt anſwer, or that he takes a Day to do it, without derogating from the proviſional Determination, under Security, if the thing is found to be ſo diſpoſed; but the Perſon arreſted or intereſted, not making any Proſecution, the Arreſt ſhall be brought back and proſecuted the next *Vierſchar* according to Cuſtom.

XXXII.

The Cauſe being prepared and pleaded the Commiſſioners ſhall diſpoſe of the Proviſion, or Principal, according to the State wherein it is found, and if either the one or the other Party will appeal, the Cauſe ſhall be carried and proſecuted before the *Eſchevins*, on the *Rolle Privilegie* (privileged Liſt or Catalogue) who ſhall determine it, and the Execution ſhall be done by Proviſion, without Prejudice of more particular Pleadings.

XXXIII.

The Creditors of any inſolvent Funds, being diſcontented with the Proceedings and bad Management of the Truſtees, may make their Complaints to the ſaid Commiſſioners, who ſhall cite the Truſtees, hear them, and ſettle Affairs; proceeding according to the Exigency of the Caſe.

XXXIV.

The Perſons whom the ſaid Commiſſioners ſhall eſtabliſh Truſtees of the inſolvent Eſtates, ſhall be obliged to give them ſufficient Security for all their Adminiſtration, at the Diſcretion of the ſaid Commiſſioners, that they may have Recourſe againſt the Securities, in caſe of any Miſdemeanor of the Truſtees, unleſs theſe latter were elected from among the Creditors.

XXXV.

The Truſtees, or Aſſignees from among the Creditors, having received any Money belonging to the Eſtate, muſt not keep it with them, but ſhall immediately deliver it to the ſaid Commiſſioners.

XXXVI.

And thoſe who ſhall be called or advertiſed, ſhall be obliged to appear not only at the End of their Adminiſtration, but at all Times, before the ſaid Commiſſioners, to give in their Accounts and Proofs; and being called for this Purpoſe, they ſhall be obliged to appear on the firſt Order, on Pain of three Guilders Mulct if they have a ſecond Summons, and of ſix Guilders at the third; and if notwithſtanding they fail to appear, and do not give in any Account, they ſhall be called a fourth Time on Penalty of Impriſonment, after that the ſaid Commiſſioners have communicated it to the Eſchevins.

XXXVII.

And at the End of the Truſtees Adminiſtration, when the Commiſſioners ſhall diſcharge them from their Truſteeſhip, they ſhall grant them what they think proper for their Trouble.

XXXVIII.

Any one of this City, or its Juriſdiction, being deſirous to make a Ceſſion of his Effects, the ſaid Commiſſioners ſhall proviſionally put them in Security under the Care of the Perſons whom they ſhall eſtabliſh for that Purpoſe, as ſoon as the Letters of Ceſſion ſhall have been delivered to the Creditors, and they ſhall have enquired about the Validity of the Ceſſion, to the End that they may give Advice to the *Eſchevins*.

XXXIX.

And to prevent, as much as is poſſible, all the Abuſes and bad Practices which are daily perpetrated by many Perſons, in the Petition and Solicitation of the Letters of the Burgo-Maſters of this City, to the noble, high, and mighty Lords the States of *Holland*, to obtain *Safety of the Body*, and the Continuation of it; the ſaid Commiſſioners ſhall make an exact Information of the State and Condition of the Premiſes, to let the Burgo-Maſters know it, and to ſerve them for Information and Advice.

XL.

Any one being ſummoned, he ſhall be obliged to appear before the Commiſſioners, and in Default ſhall pay ſix Stivers Mulct for the firſt Time, twelve Stivers for the ſecond, and twenty-four Stivers for the third; after which the ſaid Commiſſioners ſhall acquaint the *Eſchevins* with it, and ſend to fetch the Perſons by one of their Subſtitutes.

The Remainder of this Ordonnance relates only to the Government of the Clerks and Truſtees belonging to the ſaid Chamber, and is immaterial to this Diſcourſe. The Laws concerning Bankrupts being but few, and generally ill obſerved in other Countries, I ſhall not enlarge on this Subject.

O F

OF THE

GENERAL TRADE

OF THE

WORLD.

COMMERCE includes in the Word whatſoever is tranſacted by Way of Barter, Purchaſe, or Sales, and whether the Merchandize be Coins, Bills, or other Commodities. Monſieur *Melon* defines it to be an Exchange of what is ſuperfluous for that which is neceſſary; and Monſieur *Savary* ſays, that Neceſſity gave it Birth, the Deſire of Conveniency and Eaſe augmented and gave it Force; in fine, Vanity, Luxury, and Avarice puſhed it on to Perfection, perhaps even much beyond the juſt Bounds it ought to have.

It at firſt was confined (as mentioned in the introductory Diſcourſe) to the Barter of the Neceſſaries of Life; the Labourer giving his Corn and Pulſe to the Shepherd in return for his Milk and Wool; and he that had in the Woods collected Honey and Wax, exchanged it for the different Sorts of Fruits, gathered by others in their Orchards and Fields.

And the Uſage of carrying on *Commerce* by Barter ſtill ſubſiſts even in ſeveral Parts (though of the moſt uncultivated ones) of *Europe*; as in *Siberia*, and the *Daniſh*, and *Muſcovite Lapland*; and it was but in the laſt Century, that the *Engliſh*, *French*, and *Dutch* Traders firſt carried their Merchandize to *Archangel*, and there trucked them with the *Ruſſians*, for the Products of that vaſt Empire. Many Nations on the Coaſt of *Africk*, almoſt all of *America*, and ſome of *Aſia*, have preſerved this Method of giving what is ſuperfluous to them, for that which they have not, or at leaſt in Plenty.

It is not preciſely known when *Commerce* commenced by Purchaſe and Sales, or when it began to make uſe of Gold, Silver, or Copper Money; as the firſt Species were thoſe of Wood, Leather, and Iron; and even at this Day a certain Value is fixed on different Shells and Cocoa Nuts in ſeveral Parts of both *Indies*, and given in Payment for ſuch Merchandiſes, Drugs, and Commodities as they want.

The oldeſt Examples found of this Commerce in the ſacred Hiſtory are in the Time of the Patriarch *Abraham*; profane Authors place the *Epocha* under the Reigns of *Saturn* and *Janus* in *Italy*; and the ancient *Gauls* (as *Julius Cæſar* reports in his *Commentaries*) attribute the Invention to the God *Mercury*.

The

The *Egyptians*, *Phœnicians*, and *Carthaginians*, are cited as the firſt, ableſt, and moſt daring Traders of Antiquity, by many great Authors; but being conteſted by others, the Reader is referred for their different Sentiments, to the hiſtorical Preface.

And it did not appear to the Antients, that an Application to Trade was unworthy the Attention of the moſt illuſtrious Perſons; even *Solomon*, that ſage and powerful Monarch, did not diſdain an Engagement therein, but often (as beforementioned) joined his Merchant Fleets with thoſe of the King of *Tyre*, in a Voyage to *Ophir*, from whence they brought him thoſe precious Metals and Commodities as rendered him (though governing but a ſmall State) the richeſt Prince in the World.

Under the *Aſiatick* and *Grecian* Monarchies ancient Hiſtory diſcovers to us from time to time, the Traces of a Commerce cultivated by different Nations, though it ſeems principally to have flouriſhed under the *Roman* Government; and one may judge by the Teſtimony of Hiſtorians and that of antique Inſcriptions, how many conſiderable Colleges, or Companies of Merchants, were eſtabliſhed in different Cities. The Deſtruction of the *Roman* Empire by the Irruption of a Multitude of barbarous Nations, drew Commerce with it, or at leaſt ſuſpended its ordinary Operations for a Time; though it afterwards revived, and by little and little made a new Progreſs, more eſpecially in *Italy*.

It was from thence that the *Piſans*, *Genoeſe*, and *Venetians* (whoſe numerous Fleets ſpread themſelves in all the Ports of the *Levant* and *Egypt*, to load Silk, Spices, and other Merchandiſes of thoſe Countries) which for a long Time poſſeſt the almoſt ſole Diſtribution of them to *France*, *Germany*, and the other States of *Europe*.

About the End of the fifteenth Century, the greateſt Part of this Trade paſt from them to the *Portugueſe*, after theſe latter had opened a new Navigation in the Ocean, and were eſtabliſhed in diverſe Parts on the Coaſts of *Africk*, *India*, and *Arabia*.

The *Portugueſe* did not poſſeſs theſe different Branches of Commerce for above an hundred Years, or thereabouts, for the *Dutch*, at the Beginning of the ſeventeenth Century, ſhared them with them, and very ſoon after ſtripped them of them almoſt entirely.

The *Engliſh French*, *Danes*, and even the *Hamburghers*, excited by the Example of their Succeſs, made alſo ſome Eſtabliſhments in the *Indies*, and on the Coaſts of *Africk*, though much leſs conſiderable ones, excepting thoſe of the *Engliſh*, who have a very extenſive Commerce in thoſe Parts.

In fine, *America* (which the *Spaniards* diſcovered a little while after the *Portugueſe* had ſecured a Way to the *Eaſt* by the Cape of *Good Hope*) became a freſh Object of a vaſt and important Trade to all the Nations of *Europe*, though it is true, that the firſt Conquerors of this new World have always poſſeſſed the beſt and richeſt Part of it, and preſerve the Traffick to themſelves with an extreme great Jealouſy; but beſides that, the *Engliſh*, *French*, *Portugueſe*, and *Dutch*, have many flouriſhing Colonies, as well among the Iſlands as on the Continent; it is certain that it is (though undeſignedly) full as much for other Nations as for themſelves, that the *Spaniards* ſend their Flota or Galleons yearly to load the Treaſure of *Mexico* and *Peru*.

Commerce is a Profeſſion in general not leſs honourable than profitable, and is at preſent divided into that by Land and by Sea, in Groſs and by Retail, for which every Country furniſhes ſomething peculiar to itſelf; as the various States, or even the different Provinces of them, have neither one Sun nor Clime, equally ſuited to all Sorts of natural Productions; beſides, the Diverſity of Mens Genius and Humours in general, and of Nations in particular, influences their Application to ſome Sort of Works and Employs rather than to others; ſo that a mutual Communication becomes neceſſary by the Intervention of Commerce, that what is wanting to ſome, may by this Means be ſupplied by others; and it is of no ſmall Conſequence to thoſe who embrace the Mercantile Profeſſion, to inform themſelves exactly of what is to be found among their Neighbours, as well as to make themſelves perfectly well acquainted with the Products and Manufactures of their own Country; but not to enlarge on the Merchants Qualifications, which I have already ſpoke to, I ſhall proceed to open to him the promiſed Scene for Practice, and begin, as it is natural, with the Trade of my own Country, whoſe Extenſiveneſs and Value may claim this Preference, at leaſt from an *Engliſh* Author.

The united Trade of *England*, *Wales*, *Scotland*, and *Ireland*, does jointly contribute to form that conſiderable Commerce, which the Subjects of the *Britiſh* Crown carry on, whether domeſtick or foreign.

ENGLAND.

The commodious Situation of our Country, both for long and ſhort Voyages; the many excellent Ports proper for the Conſtruction of an infinite Number of Veſſels built there; the Ability and Intrepidity of our Pilots and Sailors; a Soil fertile in Fruits, Corn, and Paſturage; our Hills encloſing Diverſities of Metals, and Minerals; Cattle of all Sorts; and more eſpecially

e[illegible] the Sheep producing thoſe precious Wools, [illegible] exportation we are juſtly ſo jealous; Manufactures of almoſt every Species, and the greateſt Part of them ſuperior to thoſe of other Countries; our Colonies ſo well eſtabliſhed in the new World; and our Settlements ſo rich and flouriſhing in the *Eaſt Indies*, give us at leaſt as much, as to any other Nation, wherein to prove our Genius for Trade, and to demonſtrate that we have not been idle in it.

Voltaire, in his tenth Letter concerning the *Engliſh*, ſays, that Trade which has enriched them, has contributed to make them free; and that this Freedom has in its Turn extended their Commerce.

This proves, that the fundamental Maxim of our Country is a very juſt one, *viz.* that Trade is the Nurſery of Sailors, that Sailors are the Soul of the Navy, that the Navy is the Security of Commerce, and that theſe two united, produce the Riches, Power and Glory of *Great-Britain.*

Under *Henry* the VIII. The Trade and Navigation of theſe Kingdoms, began conſiderably to augment, and has ſince always gone on encreaſing. We then engaged in a conſiderable Commerce to the *Levant*, and made frequent Voyages to *Guinea* and *Braſil*; but the *Engliſh* were not ſenſible of what they were capable in commercial Affairs, till towards the middle of Queen *Elizabeth*'s Reign, whoſe Protection and Encouragement animated her Subjects to the Formation of different Trading Companies, and the Eſtabliſhment of diverſe Manufactures in her Capital, on the Ruins of thoſe of the *Low Countries*, which rendered the Traffick of *England* ſo flouriſhing as to have it ſoon carried to *Archangel*, and extended to all the Ports of the *Mediterranean*. It alſo reached the richeſt Coaſts of *Africk*, as well as the *Eaſt* and *Weſt-Indies*, and there took ſuch a deep Root, and was ſettled on ſuch ſolid Foundations, as to remain unmoveable, and to ſtand in leſs need of Aggrandiſements, than of Moderation.

Although our domeſtick Trade is very conſiderable, and of great Advantage to the Inhabitants, the foreign vaſtly exceeds it; and it is not becauſe that *England* cannot ſubſiſt without it, (Providence having abundantly bleſſed us with every Neceſſary of Life) but as foreign Trade occaſions an Employ for all Sorts of Artiſts, furniſhes Work for the Poor, and augments our Manufactures, proving an efficacious Mean of enriching the Nation, ſtrengthening the State, and rendering it formidable to the neighbouring Powers, that we are animated to engage ſo deeply in it.

It is for this that the *Engliſh* ſpread their Traffick to all Parts of the World where any is carried on, and there is no Nation under the Sun that drives ſo great a Trade with their own Products and Merchandizes. This renders us powerful in our Marine, augments the Number of our Sailors, enriches our People, and procures us all that the Univerſe can furniſh to ſatisfy the Imagination, or content the Appetite. In a Word, it is by a foreign Trade that *England* is become the Support of its Friends, and the Terror of its Enemies; and whilſt the Commerce of our Neighbours the *Dutch*, conſiſts chiefly in the Tranſportation of Merchandizes (not their own) from one Country to another, ours is principally furniſhed and ſupported by the redundant Products of our Soil and Induſtry.

In this Manner we traffick, I mean with Things of our own Growth and Manufacture, not only to all Parts of *Europe*, but to *Aſia*, *Africa*, and *America*, and moſtly in our own Ships, which we chuſe rather to employ, as well in all Exportations as Importations, than to encourage Strangers coming among us, to rob us of thoſe Freights we are ſo capable of ſupplying by our own Marine; for the Encouragement of which, and in order to encreaſe its Intereſt, our well adapted Laws ſecure this Branch of Trade to us, by a Reſtraint on all Strangers in their Traffick with us; and though I may juſtly aſſert, this Nation conſumes more foreign Merchandizes than any other whatſoever, yet it has been proved beyond Contradiction that the Ballance of Trade is in our Favour, and I hope will be much more ſo, ſince the Prohibition of Cambricks, and Inſtitution of our Herring-Fiſhery.

Our Trade, as that of all other Kingdoms, is compoſed of Inland and Maritime, though with great Difference in Regard to the Profits it leaves, as our foreign Trade certainly exceeds that of any other State in the World, in the Three Articles of which it conſiſts, *viz.* Exportation, Tranſportation, and Importation; *France* can pretend to little more than the Firſt of theſe; *Spain*, *Italy*, and the two Northern Crowns to the Firſt and Third; and *Holland* only vies with us in the Second.

Preſent State of *Great Britain*, p. 38.

Exportation.

Our Country furniſhes the exporting Branch of Commerce with Butter, Corn, Cattle, Cloth, and many other Woolen Manufactures, Iron, Lead, Tin, Copper, Leather, Copperas, Coal, Allum, Saffron, *&c.*

The neighbouring Kingdoms have many Times owed their Preſervation to our Supplies of Corn, and our Horſes are generally eſteemed for their Beauty, Strength, and going; neither our Fleets nor Strangers want any Foreign Supplies for their victualling, having Abundance of Beef, Pork, Biſket, and freſh Proviſions,

Proviſions, always ready, beſides the vaſt Quantities carried to the *European* and *Weſt-Indian* Markets.

Our Iron is exported manufactured in Guns, Carcaſſes, Bombs, *&c.* and our Cloths and Woollens are ſent to moſt Parts of the World, though not in thoſe Quantities as formerly; many Princes having ſettled Manufactories of their own, to the no ſmall Prejudice of ours; and the Value of our Exports in the Articles of Cloth, Northern Dozens, Raſhes, Kerſies, Bays, Serges, Flannels, Perpetuanoes, Says, Stuffs, Frize, Penniſton Stockings, Caps, Blankets, Rugs, *&c.* I fear do not exceed the two Millions *per Annum* that Dr. *D'Avenant* and Mr. *King*, ſuppoſed ſome Years ago they amounted to; according to their Calculation, that the yearly Produce of Wool in *England* was about two Millions Sterling, and this worked up to import eight Millions; of which they computed, Six Millions for Home-Conſumption, and the other two for Exportation.

The other Exports from hence of Hops, Flax, Hemp, Hats, Shoes, Ale, Beer, Cyder, Herrings, Pilchards, Salmon, Oyſters, Saffron, Liquorice, Optick Glaſſes, and Mathematical Inſtruments, Works of Horologiography, Ribbons, Toys, *&c.* are prodigious, and of a Value almoſt incredible.

The Veſtments, Shoes, Hats, and Houſehold Stuffs, carried from hence yearly, only to *America*, is ſuppoſed to be worth at leaſt 200,000 *l.*

England produces yearly 5,000,000 Chaldrons of Sea Coal (and the Mines would furniſh much more if wanted) near a Million and half Pounds of Tin, a thouſand Fodders of Lead, eight hundred Furnaces of Iron, and as many Tons of Allom; of all which great Quantities are exported, to the Value at leaſt of 500,000 *l. per Annum.*

Tranſportation.

Secondly, our Re-exportation of the Wool, Butter, Hides, Tallow, Beef, Pork, Herrings, Pilchards, and Salmon, from *Ireland*, have been reckoned at 300,000 *l. per Annum.*

We tranſport alſo annually from our Plantations in *America* (beſides what we conſume ourſelves) of Sugar, Indigo, Tobacco, Cocoa Nuts, *&c.* about 400,000 *l.* and our Fiſh, Pipeſtaves, Maſts, Beaver, *&c.* from *New-England* and thoſe Northern Parts does not produce a much leſs Sum.

It would be tedious and difficult to enumerate our Tranſportations and their Value from *Denmark* and *Sweden*, (though by our Commerce with theſe two Kingdoms, we are conſiderable Loſers) *Spain*, *Portugal*, and other Parts in the *Streights*, *Turkey*, *Guinea*, *&c.* but the moſt conſiderable of all is that of the Commodities brought from the *Eaſt Indies*, of which it is ſuppoſed of late Years, we have tranſported to the Value of 500,000 *l. per Annum*, in Pepper, Saltpetre, Callicoes, Muſlins, Silks, Drugs, Diamonds, *&c.* after having retained a Sufficiency for our own Uſe and Conſumption.

Importation.

Thirdly the Article of *Importation*, or the bringing hither ſuch Goods, as we conſume among ourſelves is vaſtly great, though not equally advantageous from all Countries, as the Ballance of Trade with *France* has for many Years been againſt us, though I hope will be conſiderably remedied by the Prohibition of Cambricks, *&c.* The ingenious Mr. *Samuel Fortrey* in his excellent Diſcourſe on Trade makes appear, that we yearly imported from that Kingdom near 1,600,000 *l.* worth of Goods, more than the Value of what we exported thither, *viz.* in Silk, Sattins, Taffatees, Stuffs, Armoiſins, Paduaſoys, Tabbies, Cloth of Gold and Silver, Velvets, Ribbons, Galloons, Laces, Silk Buttons, about 600,000 *l.* Linen 400,000 *l.* Wines 600,000 *l.* Serges and Calons 150,000 *l.* Hats, 120,000 *l.* Hatbands, Feathers, Fans, Girdles, Hoods, Maſks, Looking-Glaſſes, Watches, Pictures, Medals, Cabinets, Caſes, Bracelets, Tablets, and other Toys 150,000 *l.* Paper 100,000 *l.* Houſehold Stuff, as Beds, Mattreſſes, Coverlets, Hangings, Fringes, *&c.* 100,000 *l.* Brandy, Cyder, Vinegar, Verjuice, *&c.* 100,000 *l.* *Caſtile* Soap, Honey, Almonds, Olives, Capers, Prunes, *&c.* 15 ,000 *l.* Pins, Needles, Box and Tortoiſeſhell Combs, *&c.* 20,000 *l.* perfumed and trimmed Gloves, 10,000 *l.* fine Ironmongers Ware, 40,000 *l.* which amount in all to 2,540,000 *l. per Annum*, beſides Salt, Cork, Roſin and other Things to a conſiderable Value; and although this Calculation might poſſibly be ſomething exaggerated, and our Exports there not rated at as much as they ought to be (Mr. *Fortrey* valuing them only in a Million Sterling) and the Importation of many Things prohibited ſince, as will be ſhewn hereafter; yet it is a certain and lamentable Truth, that our Loſs by that Trade has always been very conſiderable, which will be demonſtrated when I come to treat more minutely of it, in the following Sheets: In the Interim permit me to repeat the Reflection which the Subject naturally ſuggeſts, that this Prejudice to our Trade proceeds from a Taſte vitiated by an affected Imitation of the *French* Gaiety, and a conſequent Fondneſs for their Toys and Baubles: We likewiſe retain too great an Affection for their Wines, Brandies, and ſome other of their Products, though our *Gout* might be gratified with more wholeſome Beverages, and on Terms much leſs diſadvantageous to our Country; which I beg leave to recommend to the ſerious Conſideration

Conſideration of every *Briton*; and I wiſh it may have a ſuitable Effect, and incline all to put a helping Hand towards healing this dreadful Diſeaſe in our Commerce, ſo much tending to its Ruin, and the emaſculating both our Minds and Bodies.

And having ſaid what ſuffices concerning the general Traffick of theſe Iſlands, I ſhall now deſcend to treat of it in a more particular Manner; and in order to do it with all the Exactneſs poſſible, I ſhall divide it into the home and foreign Trade, and ſhew what each County of the three Kingdoms furniſhes towards either by their Products, or Manufactures.

Great Britain was thought by the Ancients, to be the largeſt Iſland of the then known World; and though the later diſcovered ones of *Madagaſcar* and *Japan* vie with, and by ſome are ſuppoſed to exceed it, yet the Uncertainty of their Dimenſions, ſtill leaves a Doubt, whether the Magnitude of our Iſle is not ſuperior to them, and yet equal to what it was formerly accounted.

It was at firſt called *Albion*, and by the *Romans Britannia*, though I think the Etymology of both the Words is ſtill unſettled.

The Situation of its Southern Part, *viz. England* and *Wales*, is between the 17th and 22d Degrees of Longitude, and the 50th and 56th Degrees of Northern Latitude; being in Shape triangular, and the longeſt Side from *Berwick* North, to the *Land's End* S. W. three hundred eighty-ſix Miles; from *Sandwich* E. to the *Land's End* W. by S. two hundred ſeventy-nine Miles; and the Perpendicular from *Berwick* to *Portſmouth* N. and S. three hundred and twenty Miles; containing by Computation about 39,938,800 Acres, and 1,219,952 Houſes, is almoſt ten Times as big as the *United Netherlands*; leſs than *Italy* by near one half, and in Compariſon with *France*, is as thirty to eighty-two.

According to a Catalogue exhibited by *Cambden* to King *James* I. it was parcelled out into 9,284 Pariſhes; but Mr. *Chamberlaine*, in his *Magnæ Britanniæ Notitia*, ſays, there are in all, nine thouſand nine hundred and thirteen Pariſhes, ſeven hundred and fifty great Towns, and twenty-five Cities; though the anonymous Author of *The preſent State of Great-Britain* differs from both, by making the Cities to be twenty-eight, the Market Towns ſeven hundred and ninety, and the Pariſhes to be ten thouſand ſix hundred and three.

The Counties in this Diſtrict are fifty-two, forty in *England*, and twelve in *Wales*, whoſe Products ought now to be conſidered; but as our Wool and Woollens are the moſt ſtaple Commodities of our Iſle, and the Neglect or Abuſe of thoſe excellent Laws in Force concerning them, has been ſo ineffectual to the keeping the one at home, and detrimental to the Sale of the other abroad, I ſhould, previous to my ſaid Intention, give ſome Account of the Statutes relating to the Cleanſing, Packing, Carding, &c. of the firſt (having at P. 57. and *ſeq.* done it for what regards its Running) and for the good Government of all Manufacturers and their Dependants, concerned in the latter; but as they are many and very extenſive, it is impoſſible to reduce them within thoſe ſmall bounds I have limited myſelf to for the Remainder of this Work, ſo muſt content myſelf with obſerving, that the Legiſlature's Care of theſe Particulars began very early; for though formerly the Exportation of Wool was not only licenſed, but the principal Trade of this Country, and the greateſt Branch of our King's Revenue, yet as ſoon as we had learnt the manufacturing it ourſelves, and experienced the Advantages ariſing from this Improvement, by a comfortable Employ for our diſtreſſed Poor, and the Encreaſe of our Commerce, the Prohibition of its Extract was judged neceſſary, and inforced by many good Laws, in order to ſecure the Benefit to ourſelves, and prevent other Nations from reaping it, as they had ſo long done to our Prejudice; the Statute therefore of 27 *Edw.* III. declared the Tranſporting it Felony, and many others in ſucceſſive Princes Reigns have mitigated or enhanced the Penalties, as Circumſtances and the Times have required; they have alſo guarded againſt Frauds and Abuſes in the Combing, Spinning, Winding it, &c. that have crept in, in its infant State, by ſeveral penal Laws to the guilty Tranſgreſſors of them.

In Regard of Manufactured Wools, the *Acts* are ſtill more ample and extenſive, and regulate their Lengths, Breadths, Weights, &c. beſides the many other Particulars neceſſary to be obſerved in their Fabrication, as conducive to their Perfection and Goodneſs; however, as I have not room to give an Abſtract of them, I ſhall begin my propoſed Deſcription of the Counties in the Manner following.

1. *Bedfordſhire.*

THE Products of this County are principally conſumed at home, though it occaſionally furniſhes ſomething for abroad, in its Wool (after working up) and its Manufacture of Straw Hats, and other things made of that Material (at *Dunſtable* and *Luton*) employ ſeveral thouſands of the Inhabitants, and are wore by Multitudes of the principal Ladies in *England*; Fullers Earth is found at *Woburn* and *Aſpley*, and Butter made in many Places, and ſent up freſh in Lumps to *London*.

2. *Berkſhire,*

Produces much more for Exportation than the preceding County, as the Woollen Manufactures at *Reading*, *Farringdon*, *Newbury*, &c. are very conſiderable in Cloth, Druggets, Duroys, Serges, Shalloons, and Stuffs; and at the firſt of theſe Towns has been eſtabliſhed for ſome Years paſt a moſt extenſive Fabrick of Canvas, or Sail Cloth, which is brought to ſuch Perfection as to equal in Goodneſs any that was formerly imported from *Holland* or *France*, to the no ſmall Advantage of the neighbouring Poor, who in large Numbers are thereby employed. And whilſt it ſo plentifully ſupplies the exporting Branch of Commerce, it is not barren in Products for the home Conſumption, as it has Corn, Cattle, and Wood (eſpecially Beech and Oak) in Abundance; this County, *Glouceſterſhire*, and *Wilts*, ſend yearly to *London* about ſix thouſand Ton of Cheeſe, the half by Land Carriage, and the other Moiety by Barge, from *Lechlade*, *Abingdon*, *Newbury*; and *Reading*, and in Return is furniſhed with ſalt Butter in Firkins from that City, to ſupply the Deficiency of their Dairies.

3. *Buckinghamſhire,*

Affords but little for foreign Markets, as its ſole Manufacture is of Bone Lace at *Olney* and *Newport-Pagnel*; and its Products confined to Corn, Cattle, and Wool, except ſome lump Butter ſent up freſh from hence, *Oxfordſhire*, *Northamptonſhire*, *Bedfordſhire*, *Hertfordſhire*, and *Eſſex*, and in Pots from *Derbyſhire* to *London*, in ſuch Quantities, as to import in the whole at leaſt 100,000 Firkins *per Annum*, which are conſumed within the Bills of Mortality.

4. *Cambridgeſhire,*

Has no Manufacture except of Malt, Paper, and Baſkets, but its Growth of Corn and Saffron is very conſiderable, and the latter eſteemed in Quality inferior to none. There is likewiſe found near *Sturbridge* very good Pipe and Potters Clay; and Cattle are plenty, though their Dairies produce no more Butter or Cheeſe than ſuffices for their own Conſumption, as that Butter called *Cambridge* Butter receives its Denomination only by coming from thence, where it is firſt brought from other Parts.

5. *Cheſhire,*

So juſtly famous for its Cheeſe, of which, with *Lancaſhire*, Part of *Shropſhire*, and *Staffordſhire*, it ſends up to *London* yearly above ſeven thouſand Tons; all theſe are of a thick make, yet very different in their Size and Quality, though all are without Diſtinction in Town called *Cheſhire* Cheeſes. Theſe Counties (but more eſpecially *Lancaſhire)* likewiſe ſell great Quantities for *Leeds*, *Sheffield*, *York*, and *Newcaſtle*, beſides what is conſumed in *Mancheſter*, and ſhipped at *Liverpoole* for *Scotland*, the *Streights*, &c. being not leſs than fifteen or twenty hundred Tons. *Nantwich*, *Middlewich*, and *Northwich*, afford large Quantities of Salt; *Macclesfield* is noted for its Fabrick of Buttons, as *Congleton* is for Gloves: Cattle are plenty, Corn not ſcarce; and in many Parts of the Countty are found Metals and Millſtones.

6. *Cornwall,*

The Hilly Part of this County appears unfruitful to the Eye, but encloſes great Treaſures in thoſe ſeemingly barren Mountains; as there is yearly dug out of them an immenſe Quantity of Tin and Copper, both excellent in Quality, and the latter is found to be as good and as fit for every Purpoſe as the *Swediſh*, or any other heretofore imported, and is as ſucceſsfully uſed in all our Battery Works as any foreign was formerly; which induced the Government to encourage their Proprietors by laying a Duty ſome Years ſince upon all outlandiſh black Laten, and Metal prepared, which are Plates of Braſs fitted for ſmall Manufactures of the Clock, Kitchen, &c. And our Tin, as well in Quantity as Quality, greatly exceeds all other Mines that have been yet diſcovered, though they have been worked from Time immemorial, as we read that the *Phœnicians* drove a very conſiderable Trade in it, with the then Inhabitants; and the Plenty of the Mineral having continued equal through ſo many Ages, ſeems to indicate the Stock to be inexhauſtible, and will in all Probability laſt till the general Conflagration melts that and all things in a Maſs together; Interim, the Advantages it produces to the County (and indeed to the Nation) is very conſiderable, from the large Quantities exported; and for the better Regulation of a Buſineſs in which ſo great a Number of Men are employed, there are many ancient Laws in Force (firſt made, and Franchiſes granted by *Edw.* I.) relating ſolely to them, by which they are incorporated in four Diviſions, *viz.* *Foymore*, *Blackmore*, *Trewernaile*, and *Penwile*, in each of which Stannary Courts are held, for the Deciſion of Diſputes and Correction of Irregularities, and ſometimes Parliaments of the whole Society under the Lord Warden. ——The Valleys are rich in Corn and Paſture, and its Seas afford almoſt all Sorts of Fiſh in the greateſt Plenty, more eſpecially Pilchards, taken on its Coaſts at two different Seaſons of the Year; and ſometimes in ſuch Abundance, that the Natives not having Salt ſufficient

ſufficient for their Cure, make uſe of great Quantities to manure their Grounds, beſides an annual Exportation commonly of near fifty thouſand Hogſheads; and it is only in this County that I can remember to have ſeen or heard of any Conger being taken in *England*.

Here are ſome ſmall Quantities of Quickſilver found in the Mines, and Slates ſufficient to furniſh every Demand for them.

7. *Cumberland*,

The Manufactures of this County are Ruggs, *Turky*-workt Chairs, Penniſtons, Half-thicks, Duffels, *&c.* at *Penrith* are made large Parcels of Leather, and from *Whitehaven* are ſhipped great Quantities of Salt and Coals; Copper is found in Plenty at *Newland* and *Keſwick*, and at the latter there is black Lead, the only Place, as ſome ſay (though I believe erroneouſly) for it in *Europe*; here are likewiſe good Lead Mines, and the plain Part of the Country produces Corn, as the hilly Part does Graſs; the celebrated Fiſh Charr, is caught in its Meer called *Ulles Water* (which alſo borders on *Weſtmoreland)* and no where elſe, but in *Lancaſhire*, in *England*. Here in ſeveral Parts are good Dairies, and this, with *Northumberland*, ſends up to *London* yearly about fifteen thouſand Firkins of Butter, which are chiefly ſhipped at *Newcaſtle*, though ſome from *Blyth*; and theſe two Counties produce beſides, between two and three thouſand Firkins, which are ſent directly into *Kent*. At *Carliſle* is a good Fabrick of fine Linen, in which about twenty-five Weavers are employed all the Year through; and large Parcels of Leather are alſo made in this City and Suburbs.

The *Iſle of Man* lies about ten Leagues diſtant from this County, in the *Iriſh* Sea, but furniſhes nothing for Trade.

8. *Derbyſhire*,

The Manufactures of this Shire are only woven Stockings of ſeveral Sorts, with ſome Felt, Caſtor, and Beaver Hats; it is very fertile in Corn and Cattle, ſending a good deal of Pot Butter to *London* (as mentioned under *Buckinghamſhire)* and jointly with *Nottinghamſhire*, and Part of *Staffordſhire*, about two thouſand Ton of Cheeſe yearly; this is ſent down the *Trent*, from *Burton*, *&c.* and the *Derwent*, from *Derby* to *Gainſborough* into the *Humber*, being of a thin Sort, and ſold in *London* under the Denomination of *Warwickſhire* Cheeſe.——Here are Quarries of free Stone, and Marble, abundance of Mill, Lime, and Whet-Stones, with ſome Chryſtal and Alabaſter. Its Mines are ſtored with Coal, Iron (principally uſed by the Nailers, and in the ſmall Manufactures at *Birmingham*, *&c.)* and Lead, the latter being very plenty, and the beſt in *England*; the *Peak* is famous for producing it, and its other Wonders, as *Derby* is for Sir *Thomas Lombe*'s Engines erected there on the River *Derwent*, for making Organzine or thrown Silk, and for whoſe Introduction the Parliament in 1732 gave him 14000*l.* It contains 26586 Wheels, and 97746 Movements, which works 73726 Yards of Silk Thread every Time the Water-Wheel goes round, which is thrice in one Minute, and 318,496,320 Yards in the twenty-four Hours; one Water Wheel gives Motion to all the other Wheels and Movements, of which any one may be ſtopped ſeparately, which is very extraordinary in ſo complicated a Machine; one Fire Engine conveys warm Air to every individual Part of it, and one Regulator governs the whole Work.

9. *Devonſhire*,

Affords many Things ſimilar to the Products of its adjoining County, *Cornwall*, as Tin, Lead, Copper, Pilchards, *&c.* though not in the ſame Abundance; and though it is more fruitful than that, yet its Riches are the Effects of its Manufactures, which conſiſt in Serges, Kerſeys, and Bone Lace; and ſo great a Quantity of the firſt are made in the Neighbourhood of *Exeter*, as to furniſh the Market of that City with 10,000*l*'s Worth weekly; here are alſo made ſome Broad Cloth, mixt or Medleys, and from its Ports are ſent more Fiſhermen to *America* than from any other County in *England*.

10. *Dorſetſhire*,

Is noted for its Beer, and yields great Plenty of Corn, Cattle, and Hemp, which latter was ſo abundant near *Bridport*, as to occaſion, many Years ago, a Fabrick of Cables for the Royal Navy to be erected there. The Iſles of *Portland* and *Purbeck* produce Free-ſtone, Marble, and Tobacco Pipe Clay; and the Sheep bred in this County are innumerable, ſo that it is ſaid, that within the Circumference of ſix Miles round the Town of *Dorcheſter* only, there are ſix hundred thouſand conſtantly feeding.

11. *Durham*,

Produces great Quantities of Coals, ſhipped at *Sunderland*, ſome Lead, Iron, Allum, and Grindſtones; at *Darlington* it has a Fabrick of various Stuffs, and ſends yearly to *London* about ten thouſand Firkins of Butter.

12. *Eſſex*,

Is a very fertile County, and very abundant both in its Products and Manufactures; the former conſiſting in Cattle, Corn, and Hopps, but principally in Oyſters and Saffron, of both which it produces a great Quantity, and the beſt of the Sort in the World; it is likewiſe famous for ſuckling Calves, and from whence the *London* Markets are principally ſupplied with this agreeable Food; ſome Cloths, Stuffs, and Perpets are made here, but its Fabricks for Bays are unequalled in any Part; and moſt of the Inhabitants of *Bocking*, *Braintree*, *Cogeſhall*, *Chelmsford*, *Billericay*, *Biſhopſtortford*, *Waltham*, *Rumford*, *Halſtead*, *Witham*, and innumerable ſmaller but populous Villages, are chiefly employed in ſorting, oiling, combing, or otherwiſe preparing the Wool, for the Looms or manufacturing it.——At *Colcheſter* only are made at this preſent from ſix to ſeven hundred Pieces of Bays Weekly, called therefrom *Colcheſter* Bays; and at *Bocking*, *Dunmore*, &c. about four hundred Pieces *per* Week of that Sort called *Bocking* Bays, extra of mock *Colcheſters*, which are not a few; and the former have been ſo much in Demand ſince the Peace with *Spain*, (for whoſe Markets they are fitteſt, as the latter are for *Portugal*) as to occaſion a Riſe of ten Shillings *per* Piece in Price on the beſt Sort of them, more than they uſually went at before the War; a large Quantity of Freſh Butter is ſent to *London* from this County, and in lieu thereof they take from thence, and from *Suffolk*, in Firkins, what ſuffices for their Conſumption.

13. *Glouceſterſhire*,

Brings Sundrys both to the home and foreign Trade, as it plentifully produces Cattle, Wool, Iron, Steel, Corn, Cyder, Salmon, Bacon, and Cheeſe, of which latter it clubs its Share to make up the ſix thouſand Tons, mentioned in *Berkſhire*; and its Wool from the Sheep of *Cotſwold*, is the fineſt in *England*, and only inferior to that of *Andaluſia*; they are likewiſe in ſuch Quantities that even the Flocks (much leſs the Sheep) are hardly to be counted; from this Wool many plain white Cloths are made for dying through all the County, as alſo Variety of worſted Stockings, beſides Yarn knit Hoſe. *Tewkſbury*, beſides its Woollen Fabricks (which are very conſiderable) is famous for Muſtard Balls, as *Stroud* is for its Fulling Mills and Scarlet Dye.

14. *Hamp* or *Hantſhire*,

Is alſo very abundant in Sheep, which furniſh Wool for its many Fabricks of Shalloons, Kerſies, and other Stuffs; its Products are Iron, Corn, and Timber, and it is more particularly noted for the Excellence of its Honey and Bacon.

15. *Hart* or *Hertfordſhire*,

The principal, and indeed almoſt the only Product of this County, is different Sorts of Corn, of which great quantities are ground here into Meal or made into Malt, and ſo ſent to ſupply the *London* Markets; Manufactures it has none; and what the Dairy affords of Butter, is brought to Town freſh, and ſalt Butter purchaſed on cheaper Terms in its room, as is practiſed in all the Counties circumjacent to *London*.

16. *Herefordſhire*,

Leominſter (or *Lempſter*) in this County, is noted for its Wools, as *Kyneton* is for its Fabrick of narrow Cloths; its Product conſiſts of Corn, Wool, Salmon, and Cyder, of which latter great Quantities are conſumed both at home and abroad.

17. *Huntingtonſhire*,

Affords but little Matter to treat of, as it is deſtitute of Manufactures, and its Products limited to Cattle and Corn.

18. *Kent*,

The ſole Manufacture of this County I believe is Thread, except what is caſt of its Iron into Cannon, Bullets, Furnaces, Pots, Boilers, plate Iron, Bombſhells, Hand-Granades, &c. and its Products are, ſome Corn, Woad, Madder, Hops, Fullers-Earth, Iron, Burſtone, Flax, and great Quantities of *Kentiſh* Cherries and Pippins.

19. *Lancaſhire*,

Being a County very fertile both in Wool and Flax, affords Employ for the Natives in the large Manufactures of Cloths and Linens eſtabliſhed there, of which the principal ones are at *Mancheſter*, *Bolton*, and their Vicinage, where are likewiſe made Rugs, *Turkey*-work Chairs, Penniſtons, Duffels, &c. and at *Rochdale* and its Neighbourhood, as well as the aforementioned Towns, are alſo made Cottons and Fuſtians of various Sorts, Kerſeys, Tickens, and above all, large Quantities of Bays, in Imitation of *Bockings*, and ſhipped off directly for the *Portugal* Markets as ſuch. Its Products are Rock Salt, ſome black Lead, Charr, and Cannel Coal, which does not only ſerve for a delightful Fuel, but for making Utenſils and Toys, as fine to look on as the higheſt poliſhed Jet, and ſo free from leaving any Tinge, that the whiteſt Linen may be rubbed on it without receiving

receiving any Soil; this County and *Somerſetſhire* produce the largeſt Oxen in *England*, and its Dairies afford plenty of good Cheeſe, as has been mentioned in the Deſcription of *Cheſhire*.

20. *Leiceſterſhire*,

Is famous for Sheep with the largeſt Wool in *England*, and though the Quantity of it is very great, yet it is here employed in no other Fabrick than that of a Variety of woven Stockings; beſides which, their ſole Manufacture is of Felt, Caſtor, and Beaver Hats. Its Products are Sea Coal; and Beans and Peas abound here to a Proverb. It ſends (jointly with *Warwickſhire*) above five hundred Ton of Cheeſe by Land to *London*, and is ſuppoſed to produce above a thouſand Tons more, ſold to *Birmingham* and other large Towns, and ſent into *Northamptonſhire*, *Hertfordſhire*, &c. beſides two or three hundred Tons remitted from thence to *Sturbridge* Fair.

21. *Lincolnſhire*,

Though one of the largeſt Counties, is deſtitute of any Manufacture, as the Inhabitants ſell their Wool unwrought to their Neighbours, and principally employ themſelves in the grazing Trade, and fatting Cattle, with which *London* Markets are plentifully ſupplied; it alſo ſends up annually (jointly with the Iſle of *Ely*) from *Holbeich* about twenty-five thouſand Firkins of Butter, on the River *Cam* to *Cambridge*, and from thence to *London* by Land Carriage; and there is likewiſe brought yearly in the ſame Manner to the ſaid City from *Spailding* and *Peterborough* about two thouſand Firkins, being the Produce of the Fens.

22. *Middleſex*

Has ſituated in it the celebrated City of *London*; and though it is the ſmalleſt County by four in *England*, it is certainly the richeſt and moſt opulent in Trade, not only in this, but every other Kingdom in *Europe*. This County has few Manufactures out of its Metropolis, though thoſe in *Spital-Fields*, &c. are very extenſive, and brought to great Perfection; ſo that I may venture to aſſert, that our Artiſans now equal, if not exceed the *French* in the Beauty of their Silk Fabrick, and ſtill continue their wonted Superiority in the Woollen ones; for though our Rivals can carry theſe cheaper to Market than we can, and conſequently rob us of a conſiderable Share of that Trade we ſhould otherwiſe poſſeſs alone, yet this does not proceed from any Defect in the Capacity of our Artificers, but from their working ſo much cheaper in that Kingdom, and the Neglect or Abuſe, as formerly obſerved, in the working up our Woollens here, which calls for a ſtrict Inſpection and Regulation: This great City is in a Manner the Centre of both the inland and foreign Trade, and conſequently the Tranſports to it both by Land and Water are vaſt and inconceiveable; the Concourſe of Waggons, Horſes, and other Carriages for the one, with Ships, Lighters, &c. for the other, continually coming in and going out, are innumerable, and muſt give a Foreigner a very exalted Idea of that Commerce which employs them.

23. *Monmouthſhire*,

Is one of thoſe Counties that afford little worth Regard in Trade, as its only Manufacture is of Flannels at *Abergavenny*, and its Products nothing elſe but Cattle and Corn.

24. *Norfolk*,

Has a juſtly celebrated Fabrick of all Sorts of Stuffs at *Norwich*, of which there is yearly ſold to the Value of 100,000*l.* beſides what the Manufacture of Stockings here and in other Parts of the County may import; its Products are Cattle, Corn, Wool, and Herrings, which latter abound like the Pilchards in the *Weſt*, and are taken in equal Quantities; ſo that commonly as many Barrels of theſe are ſhipped in a Year as there are Hogſheads of the others; theſe employ a great Number of Hands in their Cure, ſo that in Catching, Salting, Smoaking, &c. the greateſt Part of the Inhabitants of *Yarmouth* are engaged, and the Ships belonging to the Place find good Freights in carrying them abroad. This is a great Dairy County in the Butter Way, making yearly about ſixty thouſand Firkins, which is ſent weekly to *Downham* upon the River *Cam*, and ſo by Water to *Cambridge*, from whence it is carried by Land to *London*.

25. *Northamptonſhire*,

Though one of the fineſt Counties in *England*, furniſhes but very little for Trade, as it has no Manufactures but of Worſted and Yarn Stockings, and its Products conſiſt of Corn, Cattle, Wool, Salt-petre, and ſome Butter ſent up freſh and in Lumps to *London*, as has been already mentioned.

26. *Northumberland*,

Is ſo abundant in Coals, that all *Europe* might be ſupplied from it; *Newcaſtle* ſends yearly to *London* about ſix hundred thouſand Chaldron, and for their Conveyance keeps upwards of five hundred large Ships continually employed, to the no ſmall Improvement of our Marine, as this dangerous Navigation proves a continual Fund of good Sailors, than which none

only

are ſtouter nor better. Here are large Mines alſo of Lead and Iron, which latter is of the ſame Nature with what comes from *Derbyſhire*, and like that chiefly uſed by the Nailers, *&c.* Grindſtones are found in ſome Parts; and the River *Tine* is ſo abundant in Salmon, that great Quantities are pickled and ſhipped off from *Berwick* and *Newcaſtle* for foreign Markets: I have already ſaid this County, with *Cumberland*, ſends about fifteen thouſand Firkins of Butter to *London*, and between two and three thouſand more into *Kent*, the former ſhipped at *Newcaſtle* and *Blyth*.

27. *Nottinghamſhire*,

Has no other Manufactures than ſome woven Stockings, but produces Corn and Coal in plenty, with ſome Lead. *Workſop* is noted for Liquorice; *Mansfield* for Malt; and near *Nottingham* is found Tobacco Pipe and Potters Clay. This Shire brews fine Ale in great Abundance, and clubs its *Quota* of the two thouſand Ton of Cheeſe, mentioned in *Derbyſhire*, to be ſhipped for *London*.

28. *Oxfordſhire*,

Can boaſt of no greater Manufactures than the preceding County; it has only one at *Witney* for Blankets; *Banbury* is noted for its fine Cheeſe; *Henley* for Malt; and *Burford* for Horſe-Saddles. It is a very great Corn Country, and one of thoſe that plentifully ſupply *London* with freſh Butter of an excellent Quality.

29. *Rutlandſhire*,

Feeds an infinite Number of Sheep, whoſe Wool is ſaid to partake of the Redneſs of the Soil, and theſe are the only Commodities of the Country.

30. *Shropſhire*, or the *County* of *Salop*,

Abounds in Corn, Coals, and Iron; has ſome Pipe and Potters Clay, and makes Flannels and plain white Cloths for Dying; the Fabricks of theſe are principally at *Shrewſbury*, where is alſo every *Thurſday* a Market held for *Welch* Cottons, of which great Quantities are bought for *London*, and a large Quantity of excellent Cheeſe is likewiſe ſent there, as hinted in the Deſcription of *Cheſhire*.

31. *Somerſetſhire*.

Few Counties produce ſo great a Variety, both for the home and foreign Markets, as here is Corn in Plenty; Lead, Copper, Lapis Calaminaris, Cryſtal, Coals, and Woad for Dying. The Oxen in this County equal in Size thoſe of *Lincolnſhire*, and the Sheep are as numerous as in *Dorſetſhire*, *Wilts*, *&c.* which affords the Natives a ſufficient Supply of Wools for their large Manufactures of almoſt all Sorts of Woollens, ſuch as Broad Cloath, mixt or Medleys, Serges, Drugget, Duroys, and Stuffs of many Denominations; Stockings, both Worſted and Yarn, Kerſies, Shalloons, *&c.* At *Chedder* are thoſe celebrated Cheeſes, which excel the *Parmeſan*, to an unprejudiced Taſte; and *extra* of theſe, this County, with the northern Part of *Wiltſhire*, ſends yearly to *Morden*, or *Magdalen Hill* Fair, near *Wincheſter*, about fifteen hundred Tons, which is ſold in one Day; this Fair is held annually on the 25th of *July*, and is the greateſt for this Commodity in *England*.

32. *Staffordſhire*,

Produces Corn, Coals, Free-ſtone, Marble, Alabaſter, Copper, Lead, and Iron, of which latter, Nails, and other ſmall Wares are made: *Burton* is famous for its Ale; and this County does not contribute the ſmalleſt Share to the two thouſand Ton mentioned under *Derby* and *Nottinghamſhire*, to be ſent to *London*, beſides what its Dairies furniſh for *Yorkſhire*, *&c.* as is obſerved in deſcribing *Cheſhire*.

33. *Suffolk*,

Is a great Dairy County, and ſends yearly to *London* forty thouſand Firkins of Butter upon an Average, which is ſhipped at *Ipſwich* and *Woodbridge*, and ſome few from *Aldborough*; beſides which it makes about ten thouſand Firkins more, that are ſold at *Colcheſter*, and other Parts of *Eſſex*. Of the Cheeſe it produces, a thouſand Tons (a little more or leſs) is annually brought to Town, with which the Royal Navy is ſerved; ſome Part is ſold into *Kent* and *Suſſex*, and the reſt to Shipping, *&c.* as none is eat in *London*; a great deal is ſent directly from hence to *Newcaſtle*, as ſome is alſo from that City. The Navy in Time of War takes yearly for victualling from ten to twelve thouſand Firkins of Butter, and about five or ſix hundred Tons of *Suffolk* Cheeſe, though in Time of Peace the Conſumption is not above one Fourth of either: The Land Forces are fed with *Cheſhire*, *Warwick*, or *Glouceſterſhire* Cheeſe, of which between eighty and a hundred Ton was iſſued *per Annum* in the late War.——This County is very fruitful in Cattle, and feeds great Multitudes of Sheep, notwithſtanding which the Conſumption of Wool is ſo great in its Fabricks, as to oblige the Manufacturers to ſeek an additional Supply from *Lincolnſhire:* Cloths are made at *Sudbury*, and Variety of Stuffs at *Stow Market*; alſo Says and Perpets, beſides large Parcels of Linen; and its Products are Corn, Hemp, and Fullers Earth,

34. *Surrey*,

34. *Surrey*,

Being very barren in the Middle, affords but few Products or Manufactures, though it is ſaid that ſome Broad Cloth, mixt or Medleys, are made at *Ryegate*, and ſome Kerſies at *Guildford* and in its Neighbourhood. Iron is found of the ſame Quality with that of *Suſſex*; and it is on a Hill near *Mickleham* that Box grows in a greater Plenty than in any one Spot in *Europe* beſides.

35. *Suſſex*,

Yields great Quantities of Iron, chiefly uſed in Founderies for Cannons, Bombs, &c. and it has ſome Manufactories of Glaſs. Its Products are Cattle, Wool, and Corn, more eſpecially Oats, of which its Crops are incredibly great. The *Engliſh* Ortelan (or Wheat Ear) is peculiar to this County; and a *Suſſex* Carp, *Arundel* Mullet, *Chicheſter* Lobſter, and an *Amerley* Trout, are ſo peculiarly noted for their Excellence, as to challenge a Remark in every Treatiſe on this Shire.

36. *Warwickſhire*,

Feeds large Flocks of Sheep, like thoſe of *Lincolnſhire*, though the greateſt Part of their Wool is ſold, and only ſo much retained as to manufacture ſome woven Stockings, and at *Coventry* Tammys (or *Coventry* Ware) and Plaiding; Hats of Felt, Caſtor, and Beaver, are alſo made here. *Birmingham* is famous for its curious Works in Iron and Steel, ſupplied by the Mines of this County, which alſo produces Coals, Corn, and Cheeſe in plenty; of this latter (joined to what comes from *Leiceſterſhire*) above five hundred Tons are ſent yearly by Land to *London*, and ſome ſmall Quantities from hence by Barge to *Oxford* and *Abingdon*; beſides which theſe two Counties produce at leaſt a thouſand Tons, which is diſpoſed of in the Manner mentioned under *Leiceſterſhire*.

37. *Weſtmoreland*.

The Products of this County are but few, though what the Soil denies, is ſupplied by the Induſtry of the Natives; as at *Kendal* and *Kerby Lonſdale* the Manufactures of Cloths, Druggets, Serges, Rugs, Peniſtons, Duffels, Cottons, Hats, and Stockings, are very conſiderable; ſo that notwithſtanding its terrene Infertility, that of its Looms furniſhes a very handſome Part, both to the home and foreign Trade.

38. *Wiltſhire*,

Being one of the principal Counties in *England* for the Woollen Manufactures, I ſhall here make a Summary of what I have ſaid concerning them in the others; and in doing it, ſhall join ſome of the celebrated Mr. *Daniel De Foe*'s Remarks on theſe Fabricks, in his *Complete* Engliſh *Tradeſman*, to what Experience, and ſome other Authors have furniſhed me with.

This and the other large and populous Counties of *Somerſet*, *Glouceſter*, and *Devon*, have Manufactures ſo exceeding great, as to employ above a Million of People in them; and this will appear to be far from an Exaggeration, if it is conſidered, that beſides the populous Cities of *Exeter*, *Saliſbury*, *Wells*, *Bath*, *Briſtol*, and *Glouceſter*; the largeſt Towns, and a greater Number of them, than any other Part of *Great-Britain* can ſhew, and of which ſome exceed in Magnitude the northern Towns of *Leeds*, *Wakefield*, *Sheffield*, &c. ſuch as *Taunton*, *Devizes*, *Tiverton*, *Crediton*, *Bradford*, *Trowbridge*, *Weſtbury*, *Froom*, *Stroud*, *Biddeford*, *Barnſtable*, *Dartmouth*, *Bridgewater*, *Blandford*, *Wimbourn*, *Sherborn*, *Cirenceſter*, *Minehead*, *Pool*, *Weymouth*, *Dorcheſter*, *Honiton*, *Malmſbury*, *Warminſter*, *Tedbury*, *Tewkſbury*, and many others, too numerous to be inſerted, as they amount to about a hundred and twenty Market Towns, and more than thirteen hundred Pariſhes, all employed either in Spinning, Weaving, or ſome other preparatory Branch of the Woollen Manufactory, and notwithſtanding the Aſſiſtance is ſo great, and the Hands ſo many, yet it is by ſome affirmed, that they purchaſe yearly thirty thouſand Packs of Wool, and twenty-five thouſand Packs of Yarn ready ſpun from *Ireland*.

It has already occaſionally been obſerved, that the interior or middle Parts of *England* do alſo ſupply their Share of Wool, as *Leiceſter*, *Northampton*, and *Warwickſhire*, feed a prodigious Number of large Sheep (like thoſe of *Lincolnſhire*) for the *London* Market, whoſe Wool being of an extraordinary long Staple, and exceeding fine, is carried (or the greateſt Part of it) weekly, on *Tueſdays* and *Fridays*, to *Cirenceſter* Market (which borders on *Glouceſterſhire* and *Wilts*) being no leſs in Quantity than five hundred Packs *per* Week, and is there bought by the Combers, and Carders of *Tedbury*, *Malmſbury*, and moſt of the Towns on that Side of the aforeſaid two Counties, *extra* of what the Clothiers purchaſe themſelves, and diſtribute among the Poor of the neighbouring Parts for Spinning; which being performed, the Yarn is diſperſed as far as *Froom*, *Warminſter*, and *Taunton*, and ſo made to ſupply the Manufactures of the Weſt Country.

That Part of the *Leiceſterſhire* Wool, which remains undiſpoſed of in this Manner, is carried northward

ward to *Wakefield*, *Leeds*, and *Halifax*, where it is mixt and worked up with the Wool of thoſe Counties not eſteemed in general ſo fine as the ſouthern ones produce, though the Fleece from the Woulds, or Downs, in the *Eaſt* Riding of *Yorkſhire*, and the Biſhoprick of *Durham*, is an Exception to the above Remark, as it is very fine and of a good Staple, more eſpecially from the Banks of the *Tees*, that are for a conſiderable Space of a rich Soil, and the Sheep deemed the largeſt in *England*; it is hither that all the beſt Wool of the neighbouring Territories is brought; and the coarſer Sort, with that from *Scotland*, carried into *Hallifax*, *Rochdale*, *Bury*, and the manufacturing Towns of *Lancaſhire*, *Weſtmoreland*, and *Cumberland*, and there employed in the coarſer Fabricks of thoſe Counties, as Kerſies, Half-thicks, Yarn Stockings, Duffels, Rugs, *Turkey*-work Chairs, and many other uſeful Manufactures, which thoſe Parts abound in.

But it muſt not be underſtood from what I have here mentioned of the aforeſaid Manufactures, that they are confined to the Places there quoted, as they flouriſh in many other Parts of the Kingdom, and are taken Notice of in the ſeveral Counties and Places where they are eſtabliſhed. The Products of this Shire are, beſides its Sheep and Wool, a little Fullers Earth, many of the famous Rabbits of *Auburn* Chaſe, and a large Quantity of Cheeſe, as mentioned under *Berkſhire* and *Somerſetſhire*.

39. *Worceſterſhire*,

Is not among the Number of the moſt inconſiderable Counties, either for Products or Manufactures, it abounds in Corn, Cattle, Cyder and Perry; at *Droitwich* are Salt Works; at *Stowerbridge* thoſe for Iron and Glaſs; Broad Cloth, mixt or Medleys, Frize, various Sorts of Stockings, &c. are made at *Worceſter*; Stuffs for Hangings and Printing, with ſome Linſey Wolſey at *Kidderminſter*, and Seamens high crowned Caps (called *Monmouth* Caps) at *Bewdley*.

40. *Yorkſhire*,

The largeſt Shire in *England*, has a proportionable Share both of the foreign and home Trade of it, which it carries on from the ſeveral good Ports lying in the County; its Products are various, according to the Difference of the Soil, which in ſo large a Tract muſt be much more fertile in ſome Parts than others. At *Wakefield* are Coals; at *Knareſborough*, *Ripley*, and *Pontefract*, Liquorice. In the *North-Riding*, the Hills incloſe Lead, Copper, and Pit Coal; in the *Eaſt-Riding* is Allum, and about *Sheffield* Iron, which is there wrought into various Cutlery Wares; at *Rippon*, *Leeds*, *Hallifax*, *Wakefield*, *Bradford*, and *Huthersfield*, are large Manufactories of broad and narrow Cloth, mixt called Dozens, Kerſies, and ſome Shalloons; *Doncaſter* is noted for Stockings, Gloves, and knit Waiſtcoats, as *Rippon* is for Spurs; and in ſeveral Parts are found Freeſtone, Fullers Earth, and Jet. This is a great Dairy County, and ſends a hundred thouſand Firkins of Butter yearly to *London*, of which about fifteen thouſand are ſhipped on the River *Tees*, from the Port of *Stockton*; fifty-five thouſand is the average Quantity, one Year with another, brought into the City of *York*, and ſent down the *Humber* in Keels, to be reſhipped at *Hull*, and the remaining thirty thouſand are ſent from that Place, *Malton*, *Whitby*, and *Scarborough*.

This finiſhes the Counties in *England*; and I now proceed to thoſe of *Wales*, of which the commercial Deſcription will be ſhort, as they afford but very little towards the Support or Increaſe of Trade.

1. *Angleſey*,

Is an Iſland encompaſſed on all Sides by the *Iriſh* Sea, except on the *S. E.* where it is parted from *Caernarvonſhire* by the River *Menay* or *Menia*; it produces Cattle and Corn in Plenty, with good Store of Mill Stones to grind it.

2. *Brecknockſhire*,

Like the preceding, affords Cattle and Corn, with ſome Otter Furr, and at *Brecknock* hath a good Trade for Clothing.

3. *Cardiganſhire*,

Beſides the aforementioned Products of Corn and Cattle, has good Mines of Lead, ſome Copper, and a little Silver, though no Manufactures of any Sort.

4. *Caermarthenſhire*,

Affords more Plenty of all Things than the preceding Counties, as it abounds in Corn, Cattle, and Salmon; has Pits of Coal, and Mines of the beſt Lead; beſides which the Dairying Buſineſs, having been greatly improved of late Years in *South-Wales*, but more eſpecially in this Part of it, the Town of *Caermarthen*, is become the Staple for it, and from whence is ſhipped about fifteen thouſand Firkins of Butter for *London* yearly.

5. *Caernarvonſhire*,

Has plenty of Cattle and Corn, though no other Commodities, nor any Manufactures for Trade; ſo I ſhall paſs on to

6. *Den-*

6. *Denbighſhire*,

Which in many Parts is very fruitful, more eſpecially in Rye, Goats, and Sheep; *Denbigh* is noted for Glovers and Tanners. Near *Moinglath*, and in ſeveral other Parts, are good Lead Mines; and large Parcels of Flannels are ſold at *Wrexham* Market, with Huckaback Linen, to the Value of 500*l* weekly; Blankets are alſo made in this Part of the Country, and ſome Stockings both of Worſted and Yarn.

7. *Flintſhire.*

This County has plenty of Cattle, which affords the Inhabitants greater Quantities of Milk for their Dairies than is poſſeſſed by their Neighbours, and of which they make more Butter and Cheeſe than they want. Here is likewiſe Lead, Pitcoal (almoſt ſufficient to ſupply *uhlin* Market;) Mill-ſtones, and Honey enough to make good Store of *Metheglin*, a Beverage which the Natives are very fond of.

8. *Glamorganſhire*,

Of which the South Part is ſo fruitful as to be called the Garden of *Wales*, yet its Products are confined to Cattle and Corn, and the Natives Attendance thereon their ſole Employ.

9. *Merionethſhire*,

Can boaſt only of Sheep for its Products, and wrought Cotton for its Manufactures, ſo that it affords nothing for Enlargements in its Deſcription.

10. *Montgomeryſhire*,

Is a delightful County, though noted for nothing but its Breed of Horſes and Goats, ſo that, like many other Shires of this Country, it might be paſſed over unremarked, did not my propoſed Method require the contrary.

11. *Pembrokeſhire*,

Though a very pleaſant County, and abounding with all Neceſſaries of Life, brings nothing to Trade, except ſome of the largeſt Salmon in *Britain*, taken near *Cardigan*, in the River *Tyvy*, and conſequently affords no room for enlarging.

12. *Radnorſhire*,

Makes ſome Cheeſe, and breeds ſome Horſes, with which it drives a ſmall Trade, though hardly worth Regard.

To the preceding Account of *England* and *Wales*, I muſt add this Obſervation; that beſides the Products and Manufactures therein mentioned, ſeveral of leſs Import are diſperſed in many Parts of the different Counties, as of Tanners, Potters, &c. which altogether produce Commodities to a very conſiderable Value: More eſpecially the Manufactures of Porcelain at *Bow* and *Chelſea*, the latter for ornamental, and the former both for this, and uſeful China, which are brought to ſuch Perfection, as in many Reſpects to equal, and in ſome to exceed, the original Fabricks of the *Indies*.

Having finiſhed my promiſed Deſcription of the *Southern* Part of *Great-Britain*, with Reſpect to its Products and Manufactures, my intended Method now leads me to do the ſame by the *Northern* Part, called *Scotland*, which is bounded on the *South* by the *Iriſh* Sea and *England*, from which it is divided by *Solway* Firth, and the Rivers *Eſk* and *Kerſop*; on the *Weſt* Border, by the *Cheviot* Hills, in the middle Marches; and by the lower Parts of the River *Tweed* on the *Eaſt* Border. On the *Eaſt* it is bounded by the *German* Sea; on the *North* by the *Deucalidonian* Sea; and on the *Weſt* by the great *Weſtern* Ocean.

Its Situation is by ſome ſuppoſed to be from 54° 54′ to 58° 32′ of Latitude, and from 15° 40′ to 17° 50′ of Longitude; though by *Straloch*'s Maps the Latitude is made to be from 55° 11′ to 59° 20′, and the Longitude from 10° 5′ to 16° 0′.

Authors likewiſe differ as much about its Extent as they do in Regard of its Situation, though the Generality of them conclude it to be from the *Mull* of *Galloway* in the *South*, to *Dungſbayhead* in *Cathneſs*, *North*, about 215 *Scots* and 257 *Italian* Miles; and between *Buchaneſs*, on the *Eaſt* Sea, and *Ardnamurchan* Point on the *Weſt*, near 140 *Scots* or 168 *Italian* Miles; and though it be thus long and broad, yet the Sea running up into the Land in ſome Places, and the Land thruſting out into the Sea in others, leaves no one Houſe above forty or forty-five Miles diſtant from the latter.

The Diviſion of it is into thirty-one Shires and two Stuarties, of which I ſhall briefly ſpeak in an alphabetical Order, and then give an Account of their Products and Manufactures together.

1. *Aberdeen.*

This Shire is far from being unfruitful, as the Plains produce all Sorts of Corn, and the Mountains good Paſturage; the neighbouring Sea affords plenty of Fiſh, and a ſufficient Matter of Reproach to the Natives for their Negligence, in permitting the *Dutch*, for ſo many Years, uninterruptedly to reap thoſe immenſe Gains they have done from thoſe Coaſts, without being animated by their Example, at leaſt to

ſhare the Profits with them, which I hope they will now be taught to do, by the Eſtabliſhment lately made for this Purpoſe. Hitherto they have contented themſelves with the Salmon, Trout, and Perch Fiſhery, in which the Rivers of this Shire abound almoſt to a Prodigy; and here are likewiſe found many Shells with Pearls of a large Size and good Colour. The Women in this County are noted for ſpinning a fine Linen Yarn, which they ſell to the Fabricks of *Aberdeen* in great Quantities; and are there manufactured into Cloth of a very good Quality (as is alſo done at *Strathbogy*;) large Parcels of worſted Stockings are alſo made here, and of theſe, ſome ſo fine, as to have been ſold for fourteen, twenty, and thirty Shillings a Pair. They pickle and pack in Barrels great Quantities of Pork for Exportation, as they do Meal and Corn; and indeed the Inhabitants of this City may juſtly be deemed univerſal Traders.

2. *Aire*,

Contains the three great Bailiwicks of *Scotland*, *viz.* *Carrick*, *Kyle*, and *Cunningham*, which differ in the Fertility of their Soil, though none of them are barren; they produce Corn and Cattle, as the preceding Shire does, but not in ſuch Plenty; and the Inhabitants, being an induſtrious People, are many of them employed by the Merchants of *Glaſgow* and other Places, in their Herring Fiſhery. The River *Aire* abounds with Salmon and Trout, as *Lady-Iſle* (about five Miles from the Town of *Aire)* does with Fowl and Rabbits; and from *Irwin* great Quantities of *Scotch* Coal are exported for *Ireland.*

3. *Argyle.*

This Shire is generally fitter for Paſture than Tillage, though it produces Corn in great Plenty; its Rivers afford abundance of Salmon, as its Coaſts do of Herring, Cod, and Whitings; *Lorn* is the pleaſanteſt and moſt fruitful Part of it, and the Inhabitants are more given to Fiſhing and Hunting than to any Manufactures.

4. *Bamff*,

Is very fertile, and the generality of the Country well furniſhed with Graſs and Corn, as the Rivers are with Salmon, of which here is a very advantageous Fiſhery. In *Balvenie* is found the Stone of which Allum is made; and near *Strathyla*, ſuch a Quantity of thoſe for Lime, that they build their Houſes with it, *extra* of what they ſell, which brings in great Profit, as their Commerce of fat Cattle, and fine Linen, diſpoſed of in their weekly Markets, does at the Village of *Keith.* In *Balveny* there is a Rock of very good Whetſtones and Hones, ſufficient to ſupply the whole Iſle; and as they are ſo abundant, the Neighbours cover their Buildings with them inſtead of Slates.

5. *Berwick*,

Was originally a *Scotch* Town, and has never to this Day been accounted any Part of *England*; it has divers Cuſtoms diſtinct from thoſe of either Kingdoms; and is privileged as a Place or Liberty of itſelf; it was formerly the chief Town of the *Merſe*, or *March*, which is ſtill called the Shire of *Berwick.*

This County is very fruitful in Corn and Graſs, with the former of which, and Salmon, *Berwick* carries on a great Commerce; as *Duns* (famous for the Birth of *John Duns Scotus)* does by a weekly Market for Cattle and other Things, ſo that is has the beſt Trade in this County.

6. *Buthe*, *Bute*, *Boot*,

Is a ſmall Iſland near the Coaſt of *Argyle*, about ten Miles long, and a Shrievalty of itſelf, whoſe Sheriff has alſo under his Juriſdiction the Iſland of *Glotta* or *Arran*; both theſe Iſles are tolerably fertile, and their Produce of the ſame Nature with that of the other *Weſtern* Iſlands; *Bute* is beſides famous for its Herring Fiſhery, as *Arran* is for the Salmon taken in its ſeveral Rivers, and for the Herrings, Cod, and Whitings on its Coaſts.

7. *Caithneſs*,

Being the Northernmoſt Part of *Scotland*, and lying low on the Coaſts, produces only Corn, though the Mountains abound with Sheep, Goats, and black Cattle, of which latter large Droves are ſent to *England*, and chiefly diſpoſed of in the Counties of *Norfolk*, *Suffolk*, and *Eſſex*; it is ſuppoſed by ſome that Lead, Copper, and Iron, may be found in theſe Parts, though as yet no Mines have been opened of either; and whatever the Indications may be of theſe Riches, no one has hitherto attempted a Search after them, either through a Want of Faith or Funds, or both.

8. *Clackmannan*,

Though but a ſmall, is a fertile County, both in Corn and Paſturage, and likewiſe abounds in Salt, and produces more Coals than any Part in *North-Britain*, which are exported to *England*, *France* and *Holland.*

9. *Cro-*

9. *Cromartie*,

Is a woody Country, and noted only for the Pearls found in the Waters of *Corron*; ſo I paſs on to,

10. *Dumbriton*, *Dumbarton*,

Of which as little can be ſaid, in Regard of its Products, as of the preceding County, the Lowlands yielding Corn, as the Uplands do Paſturage, beſides which nothing is found here to promote Trade.

11. *Dumfries*, with the Stewarty of *Annandale*.

The Soil of this County is more ſuited for the Graſier than the Farmer, and a tolerable Trade is carried on by the Natives in Cows and Sheep. Near *Wachopdale* the People make Salt of Sea Sand, which is a little bitteriſh, ſuppoſed to proceed from the Nitre with which it is impregnated. *Dumfries* is a conſiderable trading Town, well filled with Merchants, as its Port is with Shipping, though the Woollen Manufacture that formerly flouriſhed here is now decayed.

12. *Edinburgh*, or *Mid-Lothian*.

This Tract of Land is plentifully furniſhed with all Neceſſaries for Life, and ſome for Trade, as it produces Corn and Cattle of all Sorts, abundance of Coal, Limeſtone, and Salt; and near the Water of *Leith* is a Mine of Copper. *Edinburgh*, the Capital of this Shire, and of *Scotland*, is a noble City, tho' built on a Spot incommodious for Trade, ſo that *Leith* is the Port to it; from whence, as may reaſonably be ſuppoſed, a very great Traffick is carried on; though this might be vaſtly encreaſed, had the Temper of the People led them to the Continuance and Eſtabliſhment of Manufactures; but thoſe they had before the Union are moſtly laid aſide, as the Inhabitants are more conveniently ſupplied ſince with all Sorts of Commodities from *England*.

13. *Elgin*,

Takes its Names from the *Royal Burgh* ſo called, and is a very fruitful Part of the Country, as well in Corn, as Cattle; *Loſſie* may properly be called its Harbour, not lying far diſtant, and is a Place of good Buſineſs. At a Village called *Germach*, are annually pickled and exported, from eighty to a hundred Laſts of Salmon, all taken in the few Summer Months, and within the Space of a Mile.

14. *Fife*,

Is an excellent Spot of Ground, abounding with Grain and Paſture, and in ſome Places with Lead Ore, and Coal; its Seas are well filled with Fiſh, as well thoſe guarded with Scale, as Shell. At *Dumfermline* is a Manufacture of Diaper and other Sorts of good Linen, which is the ſole Employ of its Inhabitants, and thoſe of the neighbouring Towns.

15. *Forfar*, or *Angus*,

Has ſeveral Quarries of Freeſtone and Slate, with which a good Trade is driven; near the Caſtle of *Inner Markie*, are Mines of Lead; and Iron Ore is found in Plenty near the Wood of *Dalbogne*. The higher Ground (called the *Brae*) ſupports abundance of red and fallow Deer, with Roebucks, and Fowls; and the Salmon Fiſhery here is very conſiderable.

16. *Haddington*,

Contains *Eaſt Lothian*, which, like the other Part of *Lothian*, is a fine Country; the chief Towns are *Dunbar* and *Haddington*, of which the former had once a large Herring Fiſhery, where they cured them in the ſame Manner as at *Yarmouth*, though not with the ſame Perfection for their Preſervation, ſo that this Buſineſs is now come to Decay; as has been the Fate of a conſiderable Woollen Manufacture that once flouriſhed at *Haddington*, when, before the Union, *Engliſh* Cloth was prohibited in *Scotland*; but when that was once concluded, the Clothiers from *Worceſter*, *Glouceſter*, *Wilts*, *Somerſet*, and *Devonſhire*, poured in their Goods ſo faſt, and underſold the *Scots* ſo much, as reduced them to a Neceſſity of quitting their Fabricks, for the greateſt Part; and at this Place to content themſelves with Spinning, Dying, and Weaving of another Sort.

17. *Inverneſs*,

Abounds in Iron, and with it its neceſſary Concomitant, large Woods of Fir and Oak; other Parts of the Shire are very fertile; and at the Town of *Inverneſs*, there are Manufactures of Linen and Plaids, whoſe weekly Market is plentifully ſupplied with Butter, Cheeſe, and Goats Milk, though all very bad, and ſhamefully naſty in their Kinds; up the River is a very great Salmon Fiſhery, which, when cured, is embarked at this Town, being conveniently ſituated for Trade.

18. *Kincardin*.

This County is fruitful in Corn, Paſturage, and Timber, having above five Millions of Fir Trees, beſides vaſt Numbers of many other Kinds, planted in leſs than a Century paſt. *Paldykirk* has an annual Fair, continuing three Days, where the principal Commodity ſold is coarſe Cloth, commonly tranſported to the *Netherlands*.

19. *Kinroſs,*

Is a ſmall Tract of Ground, in which there is nothing remarkable, but a Lough abounding with Pikes, Trouts, and all Sorts of Water-Fowl.

20. *Lanerk.*

The chief City of this Shire is *Glaſgow*, and the beſt Emporium of the Weſt of *Scotland*, though *Lanerk* is the County Town; the Country abounds with Coals, Peat, and Limeſtone, but moſt advantageouſly with the Lead Mines belonging to the Earl of *Hopton*, near which large Pieces of Gold have been found after haſty Showers, and Lapis Lazuli dug up without much Difficulty. *Glaſgow*, is, in Regard of its Trade and Grandeur, only inferior to *Edinburgh*, having a conſiderable Number of Merchants reſiding here, and no ſmall Fleet of Ships belonging to them, for executing their commerical Projects, as well in *America* as elſewhere. Their Share in the Herring Fiſhery brings great Advantages to the City, as they have a Method in their Cure that makes them equal to the *Dutch* ones; here are ſome Sugar-Bakehouſes, a Manufacture for Plaids, and another for Muſlins and various Linens, of which large Parcels are ſent abroad.

21. *Linlithgow*, or *Weſt-Lothian,*

This County in general abounds with Corn Fields, Meadows, and green Hills, which afford Paſturage for large Flocks of Sheep and other Cattle; the Rivers and Neighbouring Seas abound with Fiſh; and here is plenty of Coals, for Fuel and Exportation; at *Preſton Pans*, and elſewhere, is made great Quantities of Salt. At *Linlithgow* is a large Manufacture of Linen, and the Water is experienced to be of ſuch an extraordinary Nature for Bleaching, as to induce many People to bring their Linen for Whiting here, to the no ſmall Advantage of the Place.

22. *Nairn,*

The Soil of this County is fruitful and rich, the lower Part bearing Plenty of Corn, whilſt the upper Parts flouriſh with Paſtures fit to graze Cattle for fatting and the Pail; and indeed here is nothing wanting that any other Part of the Kingdom produces.

23. *Peebles*, or *Tweedale,*

Enjoys a temperate Climate and a clear Air; its Mountains are cloathed in a beautiful Verdure that affords Paſture for large Flocks of Sheep, bearing an excellent Wool, of which the greateſt Part is ſold into *England*; the Rivers abound with Salmon, and the Vallies near them are fruitful in Corn and Graſs. Here are ſome Coal Mines, with plenty of Turf for Fuel; and the Lake called *Weſt-Water*, produces ſuch Quantities of Eels and other Fiſh, about *Auguſt*, that during a Weſt Wind they ſhoot in ſuch Shoals into a ſmall River running from the Lake, as ſometimes to overthrow the People who go in to catch them.

24. *Perth,*

Is very fruitful in Grain, more eſpecially in that Part of it called *Gowry*, which is very remarkable for its noble Corn Fields, as the River *Keith* is for its fine Salmon Fiſhery. *Culroſs* is noted for its Trade in Coals, Salt, and Girdles. The *Ochil* Hills are ſaid to abound with Metals and Minerals, particularly with good Copper, and *Lapis Calaminaris*, and at *Glen Lion* with Lead. At *Perth* (the ſecond Town in *Scotland* for Dignity) is ſo conſiderable a Manufacture for Linen, as to ſupply all the neighbouring Territory in ſome Branch of it; and as the *Tay* is navigable up to the Town for Ships of good Burthen, they here embark vaſt Quantities of it for *England*; this River alſo furniſhes the Town with fine Salmon in prodigious Quantities, which is carried to *Edinburgh*, and other Parts where this Fiſh is wanting, beſides barrelling up large Parcels for Exportation, as the Merchants of this Place carry on a very conſiderable foreign Trade.

25. *Renfrew,*

This is in general a more pleaſant than fertile County, though it furniſhes ſufficient Neceſſaries for the Natives, and that Part bordering on the *Clyde* is very fruitful. At *Greenock* is the chief Seat of the *Weſtern* Herring Fiſhery; and at *Paſly*, and for three Miles above it, in the River *Whiticart*, are found many Pearls, eſteemed for their Size and Beauty.

26. *Roſs,*

Is fertile in Corn, except toward the Shore next *Murray* Firth, though it abounds with Woods and Paſture, which furniſhes Food for its numerous Herds of Cattle, Goats and Deer. At *Loch-ew* great Quantities of Iron were formerly made, and a little farther North *Loch-Brien* runs into this County, and is celebrated for its noble yearly Fiſhery of Herrings, whoſe Quantities are inconceivable, except by Eye-Witneſſes of them: The Rivers of this County produce fine Pearls, and the Diſtrict of *Tayn* is a very fruitful pleaſant Country.

27. *Rox-*

27. *Roxburgh*,

Fruitful in Corn and Paſturage, abounds alſo in Herds of Cattle of the beſt Breed in *Scotland*, both for Size and Goodneſs. *Kelſo* is a Town of good Trade, as are ſeveral others in this County.

28. *Selkirk*,

Produces but little Corn, the Country being fitter for the Grazing Trade than the Plow, and accordingly the Inhabitants principally ſubſiſt by it, as they raiſe and feed great Quantities of Cattle, which they ſend to *England* for Sale.

29. *Stirling*, or *Striveling*,

Is very fertile both in Corn and Graſs, which feeds and fattens large Flocks of Sheep and black Cattle. Its Rivers very plentifully ſupply it with Salmon, as its Mines do with Peat and Coals; at *Stirling* there is a very conſiderable Manufacture of Serges and Shalloons, which in Make and Dye are very good, and proves a great Support to the poor People employed in it, as they are thereby enabled to live very comfortably.

30. *Sutherland*, including *Strathnavern*,

Though a northern Province, is more fruitful in Corn and Paſturage than could be expected from its Situation; it abounds with Fiſh, Fowl, Sheep, black Cattle, Goats and Deer; here is one Sort of Bird peculiar to the Country, which is called *Knag* by the Natives. This Shire abounds with Lakes and ſmall Rivers, in which are ſometimes found Pearls of great Value; as alſo in Silver, Iron, and Coal Mines, Quarries of Free-ſtone, &c. but all very much neglected: *Strathnavern* is Part of the County, and being very mountainous, produces but little Corn, yet is very abundant in all Sorts of Cattle, as its Lakes and Rivers are in Fiſh, more eſpecially Salmon; they have Iron alſo here, and both this and the other Part of the Shire export very conſiderable Quantities of ſalt Beef, Hides, Deer and Sheep Skins, Tallow, Butter, Cheeſe, Cod, Salmon, Wool, &c.

31. *Wigtoun*,

Comprehends alſo the Weſt Part of *Galloway*, which produces excellent Wool, and briſk, hardy little Horſes, called after the County, *Galloways*; the Rivers abound with Salmon, and both Parts having ſeveral good Harbours, they might carry on a much better Trade than they do, was the Induſtry of the Inhabitants correſpondent with the Products of the Country.

Beſides the thirty-one preceding Sheriffdoms, which ſend Members to Parliament, there are two Stewarties, *viz. Kirkcudbright* and *Orkney*, the former being in its Products ſimilar to *Wigtoun*, juſt now mentioned (of which it is a Part;) though the latter is very different, and conſiſts of the Iſles of *Orkney* and *Shetland*, which being many, their Soils are various, though in general they are fertile, notwithſtanding they lie ſo far North, and are fruitful in Corn and Cattle. The Author of *The Preſent State of* Great-Britain, ſays, that in *Pomona* (the largeſt of the *Orcades)* there are ſeveral Mines of good white and black Lead, and that its Lakes and Rivulets abound with Salmon; Salt is made at *Sanda*, and from theſe Iſlands are yearly exported large Quantities of Butter, Tallow, Hides, Barley, Malt, Oatmeal, Fiſh, ſalted Beef, Pork, Rabbit Skins, Otter Skins, white Salt, Stuffs, Stockings, Wool, Hams, Quills, Down, and Feathers. The Iſles of *Shetland* differ very much from the *Orkneys*, as they have but little Corn of their own Growth, ſo are obliged to import it from the others, though they have abundance of Fiſh on their Coaſts, and an equal Plenty of Cattle on their Lands: They have Manufactures of coarſe Cloaths, Stockings and knit Gloves for their own Uſe, and ſome they ſell to the *Norwegians*.

And from this Deſcription of the Products and Manufactures of the different Shires may be collected, that *Scotland* furniſhes to the Trade of *Great-Britain* large Quantities of Wool, wrought and unwrought; Hemp and Flax, crude and worked up into Linens, coarſe and fine; Hollands, Cambricks, Muſlins, Dornick, Damaſks, &c. Plaids (in which they excel all Nations both in Fineneſs and Colours) Iron, Copper, and Lead both white and black; Pearls, Coral, and ſometimes Ambergris; great Quantities of Fiſh, ſuch as Whales, Herring, Salmon, Cod, Ling, Torbuts, Mackril, and ſometimes Sturgeon; among theſe may alſo be reckoned, Otters, as they are amphibious Creatures, and produce the Wool which ſerves for various Uſes. *Scotland* alſo affords Fullers Earth, ſome Sperma Ceti (found on the Coaſt of the *Orcades)* Coal, Marle, Agate, Cryſtal, &c. different Sorts of Grain, Cattle, Butter, Cheeſe, Timber, &c. of which ſome are ſent to different Markets, as will be remarked when I ſpeak of the Imports and Exports of this Kingdom, which I ſhall do ſubſequent to the ſhort Deſcription I have to give of the Counties in *Ireland*, to which I am now led in Proſecution of my Scheme.

Ireland.

Ireland. *Ireland* is divided into four Provinces, *viz. Conaught*, *Leinſter*, *Munſter*, and *Ulſter*; and theſe again ſubdivided into Counties, of which, *Connaught* contains *Galway*, *Leitrim*, *Mayo*, *Roſcommon*, *Sligo*, and *Thomond*; *Leinſter* conſiſts of *Catherlagh*, *Dublin*, *Eaſt-Meath*, *Kildare*, *Kilkenny*, *King's County*, *Longford*, *Queen's County*, *Weſt-Meath*, *Wexford*, and *Wicklow*; *Munſter* is compoſed of *Cork*, *Kerry*, *Limerick*, *Tipperary*, and *Waterford*; *Ulſter* contains *Armagh*, *Antrim*, *Cavan*, *Down*, *Donnegal*, *Fermanagh*, *Londonderry*, *Louth*, *Monaghan*, and *Tyrone*, of all which briefly and in Order.

1. *Gallway*,

Is a County very fruitful to the Farmer, and not leſs advantageous to the Shepherd; its chief City is called after the County, and is a Place of great Trade, being finely ſituated for carrying it on, in a Harbour capable of containing a large Fleet of Ships, called the Bay of *Gallway*.

2. *Leitrim*,

Though a very hilly Country, produces plenty of a rank Sort of Graſs, which feeds an almoſt infinite Number of Cattle, ſo that Grazing is here the principal and indeed almoſt ſole Employ.

3, *Mayo*,

A Diſtrict very different from the preceding, as it is very fertile, and remarkably rich in Cattle and Deer, beſides being celebrated for its producing a large Quantity of fine Honey.

4. *Roſcommon*,

Being a plain Country, is ſuited to the Plow, and with very little Labour becomes fruitful, and yieldeth Plenty of Corn.

5. *Sligo*,

Though not abounding in Grain, is a very plentiful Country both for breeding and feeding Cattle; ſo that beſides the Advantages ariſing from the Fattening them, the Fleece and the Pail proclaim the Riches of the graſing and dairy Trade. *Sligo* had in the Year 1723 eighteen Ships (with 880 Tuns) belonging to its Port.

6. *Thomond*,

Is a very fruitful Soil, abounding both in Tillage and Paſturage; beſides which it enjoys the Advantages of a commodious Situation for Trade and Navigation.

7. *Catherlagh*,

This County enjoys a Diverſity of Soil, all contributing as well to Pleaſure as Profit; its terrene Fertility being blended with the advantageous Products of the Woods; and the Beauties of *Ceres* and *Faunus* contributing by their Contraſt to form a delightful Landſkip.

8. *Dublin*,

Produces Corn and Graſs in Plenty, and conſequently cannot be deſtitute of Cattle, though it is of Wood, ſo that the Fuel is only Peat dug here, and Coal brought from *Wales* and other Parts of *Great-Britain*. The City of *Dublin* is the Capital of *Ireland*, and eſteemed the beſt built of any one in the three Kingdoms, next to *London*; it carries on a great Trade, has large Manufactures, and in the aforeſaid Year 1723, had 1834 Veſſels (with 90758 Tuns) appertaining to it.

9. *Eaſt-Meath*,

Is a County very rich, pleaſant, and populous, affording an Employ for the Grazier, Farmer, and Manufacturer, carrying on a good Trade, more eſpecially from the chief Town *Trim*.

10. *Kildare*,

Not unlike the preceding, being rich and abundant in all Neceſſaries of Life, and furniſhing Sundrys for Trade.

11. *Kilkenny*,

In Plenty of all Things, is inferior to no other Part in this Kingdom; the chief City bearing the County's Name, is very large and ſtrong, and the moſt populous, rich, and beſt trading inland Place in *Ireland*.

12. *King's-County*,

Is a Spot not near ſo fertile as ſome others, and therefore affords but little to be ſaid in its Favour.

13. *Longford*,

Though a ſmall, is a very rich and pleaſant County, abundant in Products, both for the home Conſumption and Sale.

14. *Queen's-County*.

This is a poor County, full of Woods and Bogs, productive of very little Corn, though is ſomething more abundant in Cattle, to which its whole Riches is confined, with the Exception of what their Timber produces.

15. *Weſt-*

15. *Weſt Meath*,

Abounds in Plenty of all Things, and for Fertility and Populouſneſs is inferior to no County in this Kingdom, which enables it to furniſh Trade with ſeveral Commodities.

16. *Wexford*,

Like the preceding County, is very fruitful, and produces plenty of Corn and Graſs; it likewiſe abounds in Cattle; and *Wexford*, the Borough Town, was formerly reckoned the chief City in all *Ireland*; and though it is not ſo now, it yet continues a Place of good Trade, having a very commodious Haven at the Mouth of the River *Urem* or *Slany*, to which belonged in 1723, twenty-one Ships (with 640 Tons.)

17. *Wicklow*,

Muſt neither be counted fertile, nor barren, being of a middling Nature, and conſequently its Products do not greatly increaſe or improve Commerce; its Port (of this Name) however had appertaining to it in 1723, twenty-one Ships (with 799 Tons.)

18. *Cork*,

It is (including *Deſmond*) the largeſt County in *Ireland*, though counted very wild and woody; it has ſeveral good trading Towns, as *Youghal*, *Kingſale*, *Roſſe*, *Baltimore*, but above all, the Capital of the County, *Cork*, which is a Place from whence great Exports are made, having a very commodious Harbour, and being otherwiſe conveniently ſituated for that Purpoſe; it had in the Year 1723, ſix hundred and ninety Ships (with 36526 Tons) belonging to it; *Youghal* fifty-one Ships (with 2153 Tons;) *Kingſale* forty-four Ships (with 2214 Tons;) *Roſſe* twenty-ſeven Ships (with 1591 Tons;) and *Baltimore* thirty-eight Ships (with 1193 Tons.)

19. *Kerry*,

Has its Mountains generally covered with Wood, and its Valleys enriched with Corn Fields; *Dingle* is the chief Town, well ſituated for Trade and Navigation, on a large Bay of the ſame Name, and the weſternmoſt of any Note in all the Kingdom, and had in the abovementioned Year appertaining to it, ſix Ships (with 288 Tons.)

20. *Limerick*,

Is a fertile Country, and well inhabited, being mountainous towards the Weſt, and the reſt plain. *Limerick*, the Capital, is an elegant, rich, and populous City, whoſe Trade is very conſiderable; for though its Diſtance from the Sea is about fifty Miles, yet Ships of Burthen may come up to the very Walls; and in the aforeſaid Year it had belonging to it ſeventy-one Veſſels, (with 3443 Tons.)

21. *Tipperary*,

Towards the South is exceeding fruitful, though the other Parts of it not ſo; its Products furniſh ſomething towards Trade, though it has no Place well ſituated for carrying any on.

22. *Waterford*,

A moſt delightful Country, whether conſidered in regard to Riches or Pleaſure; and *Waterford*, the chief City (and the ſecond for Bigneſs in the Iſland) is very wealthy, populous, and well ſituated for Trade, in which it is very conſiderably engaged; and its Exports are as large in Leather, Butter, &c. as moſt in the Kingdom; it ſtands at a good Diſtance from the Sea, yet Ships of a large Burthen may come up to, and ſafely lie at the Kay, of which it had of its own, in 1723, 176, with 7554 Tons.

23. *Armagh*.

This County, for Richneſs and Fertility of Soil, is ſuppoſed to ſurpaſs any in *Ireland*, though being deſtitute of Places of Trade within itſelf, its Product ſerves to ſwell the Number of thoſe that integrate the Commerce of its better ſituated Neighbours; it is, however fully employed in the manufacturing Linens, which ſupply its Want of the exporting Buſineſs.

24. *Antrim*,

Is ſufficiently fruitful, and is one of the five Counties that are fully employed or embarked in making Linens; its chief Town is *Carrickfergus* (or *Knockfergus*) is very rich, populous, and a Place of good Trade, being commodiouſly ſituated for it on a Bay of the ſame Name, with an excellent fine Harbour; to which we may add *Belfaſt*, about eight Miles diſtant, ſeated at the Mouth of *Lagen-Water*, as it is a thriving Town, and daily improving, having three hundred and ſeventy Sail of Veſſels (with 9180 Tons) appertaining to it in 1723.

25. *Cavan*,

Affords little worth Regard in a Work of this Nature, as the ſole Employ of the Inhabitants is ſpinning Thread for the Linen Manufactures in other Parts.

26. *Down*,

A very fertile Spot in general, though ſome Parts are incumbered with Woods and annoyed with Bogs; here are ſome few Towns with a pretty good Trade, lying on *Currickfergus* Bay, *&c.* but the principal Employ of the Natives is the Linen Manufacture, carried on to as great Height in this as in any other County of the Kingdom.

27. *Donnegal*,

Is a fine champaign Country, and with many more Havens than any other Diſtrict in the Kingdom; ſo that its Situation for Trade naturally encourages the Inhabitants to improve and fall more into it, than other Parts deſtitute of ſimilar Advantages. *Killebegs* had ſix Veſſels (with 355 Tons) belonging to it in 1723; and a large Quantity of Thread is ſpun in the County for the making Linens in its Neighbourhood.

28. *Fermanagh*,

So like to the *Queen's-County*, that one Deſcription may ſerve for both.

29. *Londonderry*,

A Country ſomething champaign, and very fruitful in Corn, Cattle, *&c.* it has ſome Places of Trade, though none of ſo much Conſequence as *Londonderry*, which in 1723 had fifty-eight Ships (with 2281 Tons) belonging to it, and *Colerain* thirty-four (with 796 Tons;) this is a Part of the Country very conſiderable for its Linen Manufactures, in which the major Part of the Inhabitants find a full Employ.

30. *Louth*,

Is a County abounding in Forage, and otherwiſe ſufficiently fruitful, carrying on a very good Trade, from the many Towns it has, well ſeated for commercial Engagements, as *Drogheda*, *Dundalk*, *Carlingford*, *&c.* of which the firſt had in the aforeſaid Year a hundred and eighty-five Veſſels (with 4715 Tons) and *Dundalk* two hundred and thirty-two Ships (with 4302 Tons) appertaining to them.

31. *Monaghan*,

Only to be mentioned for Method Sake, as it is a Territory covered with Hills, and theſe with Woods, without any Site or Products for Trade, except what the Natives procure in ſpinning Thread for the Linen Fabricks of other Parts.

32. *Tyrone*.

This is a rough and rugged Country, but withal ſufficiently fruitful, though without affording any Thing particular to remark in Regard to Trade, except its extenſive Linen Manufacture, which affords the Natives a very comfortable Support.

From the preceding Account of the Shires, may be collected, that the Products and Commodities of *Ireland*, are Cattle, Hides, Tallow, Suet, great Quantities of Butter and Cheeſe, Wood, Salt, Honey, Wax, Furs, Hemp, Linen and Woollen Cloth, Frizes, vaſt Store of Wool, coarſe Rugs, Pipeſtaves, Hoops, Salmon, Herrings, Pilchards, Lead, Tin, and Iron, of all which I ſhall remark what ſerves for Exportation, when I come to ſpeak of the foreign Trade of this Kingdom in its proper Place; but ſhall previous hereto, treat of the general Traffick of *Great-Britain*, in the Method I formerly propoſed, *viz.* by dividing it into the home and foreign; though in this ſome Difficulty occurs, as they are too much blended, to admit of an eaſy and nice Separation. Our home Trade (which is certainly the greateſt in *Europe*) being conſiderably encreaſed by our Importation of many foreign Commodities, as Wines and Brandies, Oranges, Lemons, Raiſins, Almonds, Figs, Spices, Anchovies, Capers, and Olives, all conſumed within Land, and moſtly by a retail Trade; raw and thrown Silk, Linen and Cotton Yarn, *Spaniſh* Wool, *&c.* all manufactured here; Materials for Dying, ſuch as Woad, Madder, Shumach, Orchil, Indigo and Cochineal; Oil both edible and for cleanſing our Woollens, *&c.* Theſe and many more imported Commodities, are mixt with our Products and Manufactures to the Supply of our Tradeſmen's Shops, and the conſtituting that one immenſe Article called the *home Trade*. I might here expatiate on the Subject; and add, that all thoſe Goods uſed in our Fabricks, do not only paſs through the Hands of the Weaver to that of the Shop keeper, as raw Silks are firſt dyed, ſpun, and thrown, before they are woven, and ſo loſe their ſpecies to become an *Engliſh* Manufacture; Cottons paſs pretty near the ſame Transformation, and almoſt all theſe conſumed amongſt us. But the principal Branch of our home Trade, and in which an infinite Number of Hands are employed, is our Woollen Manufacture, whoſe Importance will be demonſtrated, by explaining the many different Steps taken towards its Perfection; for though on a tranſient View it ſeems ſoon and eaſily performed, yet the *Apparatus* (rightly

(rightly regarded) will be found to be very conſiderable, and almoſt to equal the Manufacture itſelf, as the Materials muſt be differently prepared, and paſs through ſo many Hands before they come to the Finiſher, and after him to the Tradeſman.

The Wool and Oil has already been mentioned as the great Principals of the Manufacture in general, and theſe are brought by different Channels to the Artiſan, and indeed paſs a long Way in the ordinary Channel of Trade, before they meet at the Clothier's Houſe.

The beſt Oil for this Purpoſe comes from *Gallipoli*, and moſt of the imported Wool from *Ireland* and *Spain* (the Quantity of that from *Turkey* and *Barbary* being but ſmall;) though the principal Fund of this Manufacture is the Produce of our own Sheep. This Wool takes a great many different Turns through many Hands, and appears in a Variety of Shapes; ſuffers ſeveral Operations and Changes, before it arrives at the Clothier's; and in theſe various Alterations, or Mutations of its Species, it may juſtly be ſaid to be for ſome time, the Employ of a different Tradeſman, and thereby conſiderably to augment our home Trade.

The Wool is firſt taken from the Sheep's Back, either by the Shearer, Farmer, or Fellmonger, and generally ſold to the Staplers, who are a conſiderable ſet of Tradeſmen ſcattered over the Kingdom in order to make theſe Purchaſes, and who afterwards convey it to the firſt Part of its Manufacture, by ſelling it for Combing and Carding. This Operation is ſucceeded by the next, that of Spinning; though previous hereto, an occaſional Branch of Buſineſs intervenes, I mean that of Carriage (which is far from being inconſiderable) as none of the Wool is ſpun where it grows; and thus it muſt be ſorted, oiled, combed, carded, ſpun, and otherwiſe prepared, before its becoming fit for the Loom, which I mention to ſhew the Greatneſs of this Buſineſs, though the whole muſt not be called a home Trade, as it furniſhes a principal Branch of our Exports to all Parts of the World.

Another Part of our home Trade is that inconceivable Branch of Land and Sea Carriage; the Proceſs of the Coal Trade from the Mine to the Conſumer; the Portage of Butter, Cheeſe, and all other Commodities, from Place to Place, but more eſpecially of Corn, Malt, and Meal, is prodigious; and though this is neither Buying or Selling, Making or Manufacturing, Hanting or Reaping, yet it it muſt be reckoned a Part of Trade, as carried on by thoſe who are juſtly called Tradeſmen; and were it poſſible to calculate the immenſe Sums of Money which this Buſineſs annually produces; the Number of Men, Cattle, and Ships that it conſtantly employs, with the conſequentially neceſſary Retainers, of Ship-Carpenters, Wheel-wrights, &c. my Reader might form ſome Idea of the Vaſtneſs of this Commerce, and the Importance of the People who carry it on.

Beſides which, our Country furniſhes for home Conſumption, as well as Exportation, many Things too tedious to be enumerated in the Limits I have preſcribed myſelf, ſo ſhould now commence my Account of our foreign Trade. But as its Advantage to *England* has been conteſted by Men even of Genius and Parts, and an extended Trade by them denied to be beneficial to us, I ſhall endeavour to prove the contrary, and to remove any Doubt that may ſtill remain with ſome People about it; though I ſhould have thought the ſucceſsful carrying it on for near two Centuries, ſhould have rendered this needleſs. The Author of *Ways and Means* has taken Notice of this Propoſition, and being more equal to the Taſk of Replying than I can preſume to be, I ſhall join his Sentiments to my own on the Subject, as I think they carry Conviction with them.

The Cavillers againſt Trade ſeem to do it out of a bigotted Zeal for the landed Intereſt, aſſerting, that our own native Product is both ſufficient for our Support at home, and to defend us againſt our Enemies from abroad; they imagine (and therein do not err) that our own Soil plentifully ſupplies us with the common Wants and Neceſſaries of Life, ſuch as Food or Raiment; they think, that extra of what we conſume at home, our Fiſhery, and the Exportation of our Woollens, Tin, Lead, Leather, &c. may fetch us ſuch Goods from abroad, as are of abſolute Uſe; and from theſe Conſiderations are always warm in what regards the Land, but more careleſs and indifferent in the Concerns of Trade, than is conſiſtent with the Welfare, and perhaps compatible with the Safety of the Kingdom.

If the following Particulars are duly conſidered and attended to, it will plainly appear, whether we are able to ſubſiſt by our own native Strength or not: as firſt, it ſhould be ſtrictly examined what is the real Value of the Fiſh we cure, either at home or in our Plantations; and what our Woollen Manufactures, Tin, Lead, Leather, &c. may really yield us in the Markets abroad: For tho' the annual Exportation of theſe Commodities is a certain Wealth to the Nation, yet a Deduction muſt be made from the Profits, for the neceſſary Imports of the Materials for building and rigging of Ships, *Spaniſh* Wool to improve our finer Sort of Drapery, raw Silk, dying Drugs, Saltpetre, Salt for our Fiſhery, and many other Commodities,

 without

without which ſeveral of our Manufactures could not be carried on: and beſides theſe, our Luxury and Depravity of Manners have introduced among us the Uſe of many things from abroad, as Wine, Oil, Fruits, Spices, fine Linens, Silks, Jewels, *&c.* which it would be difficult now to paſs without, Cuſtom becoming a ſecond Nature. It is true a Reſtraint might be laid by ſumptuary Laws, but as theſe have been ſo long diſcontinued, they are become almoſt Strangers to our Conſtitution, and could not be revived without Murmurs and Repinings; ſo that the Proof of the Advantages ariſing from Commerce would not be difficult, or that theſe Advantages are not to be ſlighted as immaterial to the national Welfare.

I will allow, that a rich Soil may not only nouriſh its Inhabitants, but enable them with the Overplus to purchaſe a little foreign Luxury, provided they be moderate in their Appetites, and a ſmall Share will ſatiſfy and content them; ancient Frugality muſt be reſtored, Rents be admitted in Kind, and Landlords contented to live among their Tenants.

I could add much more in ſupport of the Argument propoſed, but muſt content myſelf with having offered the few preceding Remarks in its Favour, and ſhall now paſs forward to my intended Account of our foreign Trade, by which my Aſſertions about it will be better proved and illuſtrated.

And I begin with *France* firſt.

Of the Trade between Great-Britain *and* France.

OUR Trade with that Kingdom has always been reckoned a loſing one, by every Computation I have ſeen for a Century paſt, though in different Degrees, according to the ſeveral different Periods of Time. I have already obſerved, that Mr. *Samuel Fortrey* proved the annual Ballance of that Trade to have been 1,600,000 *l.* in our Diſfavour; and though (as I then remarked) his Calculation might be ſomewhat ſtretched and amplified, yet I ſhall ſhew from others, that have always thought us to be Sufferers by that Commerce, that the Exceſs of our Imports above our Exports proves us to be ſo. Dr. *Charles Davenant* (Inſpector General of the Exports and Imports, at the Cuſtomhouſe of *London*) in his Reports to the Commiſſioners for examining and ſtating the public Accounts of the Kingdom, makes our Imports from *France* to exceed our Exports, for a Year, from *Michaelmas* 1662, to the ſame Time 1663, 272641 *l.* 10 *s.* and from 1668 to 1669, 432884 *l.* 12 *s.* which was before the long War; and as there was ſome Intercourſe between the two Kingdoms from *Michaelmas* 1698 for ſome Years forward, the ſaid Gentleman gives an Abſtract from that Time to *Chriſtmas* 1702, and makes the Difference againſt us in the ſaid four Years and a quarter to be 244976 *l.* 18 *s.* 3 *d.* By a Repreſentation to his Majeſty, from the Lords Commiſſioners of Trade and Plantations, bearing Date *Dec.* 23, 1697, it is aſſerted, that the *French* overballanced us in Commerce about a Million *per Annum.* The *Britiſh Merchant*, in the Scheme of Trade he quotes (P. 296. Vol. II.) aſſerts, that the Loſs by our Trade with *France* from the Year 1668 to 1669 amounted to 965128 *l.* 17 *s.* 4 *d.* and that the Prejudice ariſing to us from our ſaid Traffic was ſo apparent, as to induce King *Charles* II. in the 30th Year of his Reign, to prohibit all Commerce with that Kingdom, and to aſſign it for a Reaſon of his ſo doing in the Preamble to the Act, which however was afterwards repealed in 1685 by his Succeſſor. The laſt mentioned Author has given an exact Account of every Particular, imported and exported, to and from *London* and the Out-Ports, for the Year 1685, as it was laid before the Parliament by the Commiſſioners of the Cuſtoms in 1713, by which it appears, that our Imports exceed our Exports to that Country 769190 *l.* 16 *s.* although this was a Year picked out by the Favourers of the *French* Commerce, and without any Allowance made for the Value of Goods clandeſtinely run in, which has always been very conſiderable, and ſuppoſed by the *Britiſh* Merchants at leaſt one third of thoſe duly entered at the Cuſtomhouſe; which if true, as he endeavours to render probable, the Ballance in our Diſfavour would be ſwelled in the laſt mentioned Year to 1,197,330 *l.* 12 *s.* 9 *d.* But ſince that Time the *French* have imitated the greateſt Part of our Woollens, and invented others to which our Artiſans are yet Strangers; as I ſaw proved by a Collection of all their Stuffs, which a Gentleman had curiouſly made in the Year 1734, with a View to lay them before Parliament; he was pleaſed to ſhew me the Patterns, and to acquaint me with his Intentions; though what his Motive was for deſiſting from his Purpoſe, I never took the Liberty to aſk him; he had nicely examined into the Coſt of every Sort, and we as exactly compared them with our own, and found them to be conſiderably under the Price of the ſame here; and what added to their Value, they were generally more ſubſtantial than ours, though for leſs Money; the Collector of theſe Samples has been dead for ſome Years, and I fear the good Uſe that might have been made of them died with him, which is the more to be regretted, as I preſume it would be difficult for any one to procure the ſame now, in want of the Opportunities that he in a peculiar

culiar Manner had for it. This Perfection and Cheapneſs of their Manufactures, has not only put a Stop to that large Importation they formerly made from hence by a Prohibition, but likewiſe enabled them to ſupplant us in the *Spaniſh*, *Italian*, and *Turkiſh* Markets; except, as I formerly obſerved, in ſome of our fine Goods, which they clandeſtinely ſtill call for here, as unable to copy or complete an Aſſortment without them; it is to this we owe the Continuance of that ſmall Branch of the Woollen Trade that ſtill ſubſiſts between us, though it is but the Shadow of what it once was. In regard of our *Eaſt-India* and Plantation Goods, our Commerce has not fared much better, ſince the Eſtabliſhment and Opulency of the *French Eaſt* and *Weſt-India* Companies ſupply almoſt all their Demands, ours being prohibited, with the Exception of Tobacco, Pepper, and Pimento, which they ſtill want, and call for frequent Supplies, though in Return we take vaſt Quantities of Indigo, Brandies, &c. as we have, till lately, of their Wines and Linens. But the Prohibition of entering ſome of our Goods (formerly current) in *France*, and the high Duties laid on others, the different Turns Trade has taken, and the different Channels it has run in, ſince the aforementioned Calculations, has induced me, with no ſmall Labour, to bring the Account nearer our own Times, and to repreſent its preſent Condition in the moſt accurate Manner I poſſibly can, having for this Purpoſe made an Abſtract of the Exports and Imports of that Trade, from the 1ſt of *January* to the 21ſt of *December* laſt Year, by which the great Difference of what now is, from what it was formerly, may be ſeen by any one who takes the Trouble to compare them; though I ought to premiſe, that a large Share of the Exports there quoted as for *France*, went to *Dunkirk*, which being a free Port might afterwards be reſhipped for any other Part, and conſequently what was ſo treated makes no Article in our Commerce with that Country; the Article of Corn is alſo to be regarded as occaſional; for tho' the Advantage ariſing from their Vineyards, Olives, &c. influence a neglect of Tillage, yet the *French* want but little in a common Year, and formerly could afford to ſupply their Neighbours with Grain, before the Goddeſs *Ceres* was ſlighted for *Bacchus*, and many arable Lands were converted to the Growth of Vines, and this Culture encouraged by the great Demand there was, and ſtill is, for their Wines, in all Parts, not only of *Europe*, but out of it, inſomuch, that tho' our Conſumption of them is vaſtly declined from what it was ſome Years ago, as may be ſeen by our Imports dwindling into 226¼ Tons (as by laſt Year's Entries) from 12000 to 20000 Tons, as it has been formerly, yet their growing Eſteem in other Parts, has raiſed their Price at home to double and treble what it formerly was, and this has encouraged the People to increaſe their Plantations, and to neglect the Plow. The Reader will likewiſe obſerve by the Compariſon recommended, what a Deficiency there is in the Report of Silks from the large Space they uſed formerly to occupy in our Bills of Entry; and I can with Pleaſure aſſert it to proceed from the great Improvement of our Manufactures in this Specie, which I believe now equal any in *Europe*, at leaſt I muſt declare it as my Opinion, after a perſonal Inſpection at various Times of both Fabricks; for though it is certain that a few Years ſince, the Artiſans of *Paris* and *Lyons* were greatly ſuperior to ours, both in the Dye and Mixture of their Colours, as well as in their Weaving Faculty, yet from Imitators we are now become Equals, if not Superiors, in every diſtinct Branch of the Loom's Produce; and I do not pretend to pronounce or determine this from my own Judgment, but as the Opinion of thoſe whoſe Underſtandings I revere. I might here alſo remark our Improvement in the Linen and Paper Manufactures, to the almoſt Deſtruction of our Commerce with *France* for theſe Particulars, and our former Imports of Thread from thence, now run in a quite different Channel; Brandies alſo are reduced from 6000, to as many hundred Tons yearly, with the Appearance of a ſtill greater Decline; ſo that the Nature of the *French* Trade is ſo changed, and expoſed (from an Alteration in our Taſtes, and an Improvement in our Arts) to a yet greater Change, that I ſhould in a Manner ſcruple to aſſert its continuing a prejudicial one, as it certainly formerly was, till our Eyes were opened to our Miſapprehenſions and Errors. They will take nothing from us that they can do without; and the Payment of a Ballance formerly to *France* in Trade was not the worſt Part of the Affair (though that was bad enough) for the Prejudice the Importing their Goods did to our Manufactures of like Sorts, far exceeded it, as they could always afford to underſell us, even in our own Country; ſo that till the prudent Precautions of Parliament put a Stop to it, many of our Fabricks ſtood ſtill, and Thouſands of our People were ſtarving.

The *Britiſh Merchant*, in his Remarks on the *French* Trade, ſays, (Page 26 of Vol. I.) that he never heard of any one, except thoſe to *France* and the *Eaſt Indies*, which had at any Time been charged with exhauſting our Treaſure, and he fairly acquits the laſt of contributing any thing thereto; for though that Company yearly exports 4 or 500,000*l.* in Bullion (I have been informed as much again) yet the Returns made by the Merchandiſe they import, and af-

terwards ſell to other Countries, by far exceeds the Sum they carry out, which never occurs in our Trade with *France*, as almoſt all our Imports from thence are unuſefully conſumed amongſt us, without contributing any neceſſary Material towards perfecting our Manufactures and thereby remaining ſtamped with the Doctor's Mark of a prejudicial Commerce.

This will however be more clearly demonſtrated by the ſubſequent Calculations, where I have valued Things at a midling Price; and as ſome of my Readers, unacquainted with this Trade, may be ſurprized to ſee ſuch a Quantity of Cambricks ſtill brought in, notwithſtanding the Prohibition, I ſhall inform them, that theſe are all intended for the *Weſt-India* Markets, and only the Quota uſually ſent there, out of the 100,000 Pieces, the common annual Import of that Commodity here before they were denied Admittance. It may likewiſe appear ſtrange to ſome, that we ſhould ſhip Cambricks and Lawns to the Country where they were firſt manufactured; but this will be cleared up, when I acquaint them, that all ſuch are returned printed from hence, beſides many other Sorts of Linen of various Goodneſs and Prices, principally ſent to *Dunkirk*, and from thence diſperſed as moſt ſuitable to the Proprietors Views and Intereſts. I have already mentioned that the following Entries are for the Port of *London* only, and that the Cuſtoms of all the Out-Ports have generally been computed to be about one quarter Part of thoſe ariſing at *London*, which I thought proper to repeat; and now proceed to give the ſaid Entries, as propoſed.

Imports from France *to the Port of* London *only, in the Year* 1751.

			l.	*s.*	*d.*		*l.*	*s.*	*d.*
Almonds	5	C. at	4	10	0		22	10	0
Books	796		1	0	0		79	0	0
Bone Lace	202	Yds.	0	7	6		75	15	0
Brandy	603¾	T.	50	0	0	*per* Ton	30187	10	0
Burrs for Millſtones	2400		2	10	0	*per* C.	60	0	0
Cambricks	20506		1	0	0	ſuppoſed half Pieces	20506	0	0
Capers	4046	lb.	0	0	6		101	3	0
Cheſnuts	955	Buſh.	0	4	0		191	0	0
Canvas	639	C.	6	0	0		3834	0	0
Catlings	291	Gro.	0	2	8		38	16	0
Cork	111	C.	0	16	8		92	10	0
Ditto	810	Gro.	0	1	0		40	10	0
Cotton Yarn	8	C.	0	1	6	*per* lb.	67	4	0
Eggs	60	C.	0	2	0		6	0	0
Eſſence of Lemons	40	lb.	0	6	0		12	0	0
Globes	2		2	0	0		2	0	0
Hair, Goats	278	lb.	0	1	3		17	7	6
Horſe	126		0	3	0		18	18	0
Human	9645		0	7	6		3616	17	6
Hungary Water	169	Gal.	0	10	0		84	10	0
Indigo	657441	lb.	0	2	6		82180	2	6
Incle, wrought	11	Doz.	8	0	0		88	0	0
Iron	11½	T.	12	0	0		138	0	0
Linen	6581	Ells	0	1	8	*per* Ell	548	8	4
Maps	52	Quire	0	4	0		10	8	0
Morels	300	lb.	0	4	0		60	0	0
Juniper Berries	1748	C.	1	0	0		1748	0	0
Lemons	62	M.	1	0	0		62	0	0
Necklaces	9	Gro.	1	4	0		10	16	0
Nuts, ſmall	1300	Bar.	0	11	0		715	0	0
Olives	441	Gal.	8	0	0	*per* Hogſhead	56	0	0
Paper	36	Rea.	0	7	6		13	10	0

Pictures

			l.	s.	d.		l.	s.	d.
Pictures	148		1	0	0		148	0	0
Plaiſter of *Paris*	2	Mount.	2	0	0		4	0	0
Prints	1654		0	0	6		41	7	0
Prunes	1964	C.	0	15	0		1473	0	0
Rags	2264	C.	0	5	0		566	0	0
Saffron	460	lb.	1	1	0		483	0	0
Seeds, Clover	560	lb.	0	15	0	*per* C.	3	15	0
Fennel	2000		0	0	6	*per* lb.	50	0	0
Garden	1503		0	0	8		50	1	6
Lentile	300		0	0	3		3	15	0
Lucern	2800		0	15	0	*per* C.	18	15	0
Silk, wrought	12	lb.	2	10	0		30	0	0
Snuff	165	lb.	0	2	6		20	12	6
Skins, Coney	266	Doz.	0	1	6		19	19	0
Dog-fiſh	104		0	1	8		8	13	4
Hare	53		0	3	0		7	19	0
Kid	115847		3	0	0	*per* C.	3475	8	2
Lamb	34	C.	1	5	0		42	10	0
Ditto in the Wool	8	C.	0	10	0		4	0	0
Sturgeon	154	Kegs	0	15	0		115	10	0
Succads	1938	lb.	0	2	0		193	16	0
Thread	3621	lb.	0	15	0		2715	15	0
	480	Doz.	1	2	0		528	0	0
Truffles	270	lb.	0	8	0		108	0	0
Twiſt	252	Doz.	0	10	0		126	0	0
Verdigreaſe	34300	lb.	0	1	8		2858	6	8
Wax Candles	300	lb.	0	2	3		33	15	0
Wine	226¾	Tons	70	0	0		15872	10	0

DRUGS.

Ariſtolochia	300	C.	7	10	0		2250	0	0
Cantharides	156	lb.	0	3	0		23	8	0
Crema Tartar	355	lb.	2	10	0		887	10	0
Chymical Oils	440	lb.	0	2	0		44	0	0
Cochineal	600	lb.	0	12	0		360	0	0
Cocoa	20	C.	3	0	0		60	0	0
Gum Seneca	37	C.	8	0	0		296	0	0
Jeſuits Bark	5000	lb.	0	4	6		1125	0	0
Nut Oil	12	Gal.	0	15	0		9	0	0
						Total of Imports	178741	2	2

Exports to France, *from the Port of* London *only, in the Year* 1751.

Allum	3161	C.	0	14	0		2212	14	0
Apoth.	6	C.	4	0	0		24	0	0
Bays	400		4	10	0		1800	0	0
Barley	410	Qr.	0	15	0		307	10	0
Beans	1765	Qr.	1	1	0		1853	5	0

Beer

			l.	s.	d.		l.	s.	d.
Beer	21	Hhds.	3	0	0		63	0	0
Bellows	24	Doz.	1	0	0		24	0	0
Books	11½	C.	1	0	0		11	10	0
Braſs, wrought	550	C.	8	0	0		4400	0	0
Butter	530	Firk.	1	0	0		530	0	0
Clock-work	3	C.	3	0	0		9	0	0
Cloths, long	556		10	0	0		5560	0	0
ſhort	81		8	0	0		648	0	0
Copper	50	C.	5	10	0		275	0	0
Coals	42	Cha.	1	5	0		52	10	0
Cheeſe	32	C.	1	5	0		40	0	0
Cordage	130	Tons	1	5	0	*per* C.	3250	0	0
Cottons and Plains	290	Goads	9	0	0	*per* 100 Goads	26	2	0
Copperas	8680	C.	0	6	6		2821	0	0
Coach and Harneſs	1		70	0	0		70	0	0
Harneſs	1		6	0	0		6	0	0
Chaiſe	1		30	0	0		30	0	0
Earthen Ware	17800	Ps.	0	0	1		74	3	4
Frize	250	Yds.	0	3	0		37	10	0
Fuſtians	20	Pcs.	1	0	0		20	0	0
Fuſtick	1813	C.	0	5	6		498	11	6
Flannel	1730	Yds.	0	1	0		86	10	0
Garters	438	Gro.	1	0	0		438	0	0
Grindſtones	2	Chal.	0	13	0		1	6	0
Glaſs	7200	Ps.	0	0	8		240	0	0
Gunpowder	800	lb.	3	5	0	to 3 10 *per* C. the Medium is	24	2	2
Glue	330	C.	1	5	0		412	10	0
Habdaſh.	29	C.	10	0	0		290	0	0
Hoſe	314	Doz.	2	0	0	to 8 0 0 the Medium is	376	16	0
Hats	10	Doz.	2	10	0		25	0	0
Iron	25	Tons	12	10	0	to 17 10 the Medium is	375	0	0
Caſt	74½	Tons	12	0	0		894	0	0
Wrought	6134	lb.	2	0	0	*per* C.	109	10	8
Kerſies	263		1	15	0		460	5	0
Leather wrought	60		0	1	6		4	10	0
Lead	1832	C.	11	15	0	*per* Fodder	1103	17	11
Lanthorn Leaves	159400		0	22	0	to 16 *per* 100 the Medium is	1115	16	0
Litharge of Lead	57	C.	1	4	6		69	16	6
Linen	24	C. Ells	0	1	8	*per* Ell	200	0	0
Oats	200	Qrs.	0	10	0	to 15 the Medium	125	0	0
Oil	452	Gal.	31	0	0	*per* Ton	55	12	1
Pewter	57½	C.	6	10	0		373	15	0
Pipes	100	Gro.	0	1	6		7	10	0
Plate, wrought	74	Oz.	0	7	0		25	18	0
Red Herrings	140	Bar.	0	15	0		105	0	0
Rye	5200	Qr.	0	13	0	to 15 the Medium	3640	0	0
Serges	80	Qr.	2	0	0		160	0	0
Stuffs	2146		2	0	0		4292	0	0
Snuff	600	lb.	0	2	0		60	0	0
Stone Ware	200	Ps.	0	0	2		1	13	4
Shot	605	C.	0	14	0		423	10	0
Shoes	280	Doz.	0	10	0	*per* Doz.	140	0	0
Shumack	67	C.	0	11	0		36	17	0

Salt,

			l.	s.	d.		l.	s.	d.
Silk, mixt	602	lb.	0	15	0		451	10	0
wrought	3608	lb.	2	0	0		7336	0	0
Tin	606	C.	3	15	0		2272	10	0
Train Oil	2	T.	23	0	0		46	0	0
Skins, Goat	85	Doz.	1	5	0		106	5	0
Wheat	57380	Qrs.	1	4	0	to 1 14 the Medium is	83201	0	0
Wheat Meal	15082	Qrs.	1	16	0	to 2 11 the Medium is	32804	7	0
Wood, Brazeletto	150	C.	0	8	9		65	12	6
Lignum Vitæ	8	T.	4	0	0	to 12 0 0 the Medium is	64	0	0
Logwood	4738	C.	0	11	6		2724	7	0
Nicaragua	170	C.	1	1	0		178	10	0
Redwood	1510	C.	1	15	0		2642	10	0

DRUGS.

Gum Seneca	38	C.	7	0	0	to 12 0 0 the Medium is	361	0	0
Oil Vitriol	566	lb.	0	1	6		42	9	0
Unrated Goods		at					5354	0	0
						Total of Exports	177966	11	4

Exported by Certificate to France, *from the Port of* London *only, in the Year* 1751.

Almonds	8	C. at	4	4	0	to 6 10 0 the Medium is	42	16	0
Books	81	lb.	1	0	0	*per* C.	0	14	5
Callicoes	6870		2	1	0		14083	10	0
Cambricks	697		2	0	0		1394	0	0
Caſſia Lignea	351	lb.	0	1	8		29	5	0
Canvas	27	C Ells	0	1	2		157	10	0
Cocoa Nuts	402	C.	2	15	0	to 4 10 0 the Medium is	1457	5	0
Coffee	153	C.	8	3	6		1250	15	6
Elephants Teeth	23½	C.	9	0	0		211	10	0
Ginger	7	C.	3	15	0	to 4 12 6 the Medium is	29	6	3
Hemp	758	C.	0	17	0	to 1 2 6 the Medium is	748	10	6
Handkerchiefs	436		0	0	11		19	18	8
Ditto	1	Ps.					1	1	0
Indigo	937	lb.	0	3	6	to 0 6 9 the Medium is	240	2	1
Iron	2	Tons	14	0	0	to 18 0 0 the Medium is	32	0	0
Lawns	14		2	0	0		28	0	0
Linen	19100	Ells	0	1	8		1591	13	4
Foreign	332	Pcs.	3	0	0		996	0	0
Diaper	210	Yds.	0	1	4		14	0	0
Mother of Pearl Shell	10	C.	5	10	0		55	0	0
Nuts	10	Bar.	0	6	8		3	6	8
Oil	23523	Gal.	30	0	0	*per* Ton	2800	7	2
Pepper	219699	lb.	0	0	11		10069	10	9
Pimento	56459	lb.	0	1	0		2822	19	0
Prints	323		0	1	0		21	3	0

				l.	s.	d.		l.	s.	d.
Raiſins	10	C.	at	1	5	0		12	10	0
Rice	5647	C.		0	18	6	to 1 1 0 the Medium is	5435	4	9
Sago	7	C.		10	0	0	to 12 0 0 the Medium is	77	0	0
Shellack	905	lb.		32	0	0	to 44 0 0 *per* C. Medium is	307	1	1
Silk, wrought	46	lb.		1	5	0		57	10	0
Skins, Cat	80			0	0	6		2	0	0
Kid	200			3	0	0	*per* 100	6	0	0
Snuff	120	lb.		0	2	0		12	0	0
Tobacco	3270688	lb.		0	0	3		40883	12	0
Tortoiſe Shell	921	lb.		0	8	0		368	8	0
Wine	5	T.		35	0	0		175	0	0
Wools, Sheep's	26988	lb.		0	2	0		2698	16	0
Lambs	250			0	1	6		18	15	0
Vigonia	3912			0	7	0		1369	4	0
Blue long Cloths	56			3	0	0		168	0	0

DRUGS,

				l.	s.	d.		l.	s.	d.
Cortex Peru	1200	lb.		0	5	6	to 0 6 6 the Medium is	360	0	0
Ipecacuanha	327	lb.		0	6	0	to 0 6 3 ditto	100	2	10
Manna	218	lb.		0	2	4	to 0 5 6 ditto	42	13	10
Quickſilver	740	lb.		0	3	7		132	11	8

EAST-INDIA GOODS.

				l.	s.	d.		l.	s.	d.
Bandanos	375		at	1	1	0		393	15	0
Carradarries	35			0	8	5	to 0 14 4 the Medium is	19	18	0
Cherconnaes	6			1	7	0		8	2	0
Chints	62			1	0	0		62	0	0
Chucklae	1			1	16	6		1	16	6
Coopes	70			0	16	3		56	17	6
Damaſks	17			4	0	0	to 6 0 0 the Medium is	85	0	0
Dimity	1			2	0	0		2	0	0
Ginghams	28			0	13	0		18	4	0
Gorgoroons	3			3	10	0	to 5 1 0 the Medium is	12	15	0
Guinea Stuffs	217			0	3	0		32	11	0
Jilmils	2			1	6	6		2	13	0
Lampaſſy	1			5	0	0	to 6 0 0 the Medium is	5	10	0
Nillaes	30			0	16	6		24	15	0
Palempores	41			2	0	0	to 5 0 0	143	10	0
Paduſoys	5			5	0	0	to 6 0 0 the Medium is	27	10	0
Paper Fans	600			0	2	0	to 0 5 0 the Medium is	105	0	0
Pieces of China	400			0	1	0		20	0	0
Pelongs	99			1	0	0	to 1 5 0 the Medium is	111	7	6
Photaes	60			0	16	6		49	10	0
Romals	4170			0	8	9		1824	7	6
Salempores	39			1	12	0	to 2 2 0 the Medium is	72	3	0
Sattins	7			4	0	0	to 5 0 0 ditto	31	10	0
Silks, wrought	42			1	5	0		52	10	0

Seerſuckers

			l.	s.	d.		l.	s.	d.		l.	s.	d.
Seerſuckers	110	at	1	10	0	to	2	0	0	the Medium is	192	10	0
Sooſeys	110		1	12	0						176	0	0
Taffetys	294		1	2	0	to	1	9	0	the Medium is	374	17	0
										Total of Exports by Certificate	94233	5	6

By theſe Calculations may be ſeen, the great Alteration there is in the *French* Trade, and the unprecedented Circumſtance of having the Ballance ſtand on the right Side of the Account, which, however, is but trifling, when our Exports of Corn and Meal are deducted, as theſe are Articles which in ſeveral Years they may not again call for, and conſequently ſhould not be reckoned as currant Branches of that Traffic.

Of Great-Britain'*s Trade with* Holland.

I Am now going to open a more beneficial Scene of Commerce than the laſt, and ſhall take the ſame Method to inveſtigate the Advantages or Diſadvantages ariſing from it, as I have done in the preceding; not knowing of any truer Method for diſcovering them, than what the Cuſtomhouſe Entries afford, which have hitherto been my Guide through this intricate Maze of Buſineſs; though I ſhall not here particularize the different Articles as I did in the foregoing.

Before the War, from *Michaelmas* 1662 to *Michaelmas* 1663, our Imports from *Holland* exceeded our Exports from thence 386,160*l.* 4*s.* and from 1668 to 1669 the Ballance in our Diſfavour was again 323636*l.* 1*s.* And I du not find any Account how Matters ſtood between us from 1669 to 1696; but from *Chriſtmas* 1699, to the ſame Time in 1704, the Eſtimate of our Exports exceeded our Imports by 7,618,668*l.* 0*s.* 2¾ *d.* From which Accounts may be obſerved, that in the Years 1663 and 1669, our Dealings with the *States* were inconſiderable to what they were after the Beginning of the firſt War, and have continued to be ever ſince, as well in Number and Variety of Commodities, as in their Value. For in the firſt Years abovementioned, our Exports thither were confined to only forty-five Articles of rated Goods, whereas in the laſt Year, *viz.* 1704, they were increaſed to at leaſt a hundred and twenty, or a hundred and thirty; and ſo proportionable in thoſe paying *ad valorem*, without reckoning the Out-Ports, whoſe Cuſtoms Dr. *Davenant* ſays, bear Proportion to thoſe of *London*, as 1,268,095*l.* is to 346,081*l.* which would add to the above Account near two Millions more for the five Years; and the ſaid Gentleman ſtill bringing the Calculation lower, *viz.* from 1698 to 1705, remarks, that the Exceſs on our Side has been ſome Years a Million and a half, but by a Medium taken of theſe ſeven Years 1,388,102*l.* 6*s.* 8½ *d. per Ann.* which according to the common Notion of theſe Things, is ſo much Money got clear to the Nation. But the Doctor diſſents from this too generally received Opinion, and ſuppoſes that nothing can be more fallacious, than to conclude, that becauſe a Country takes off more of our Commodities than we do of theirs, that our Dealings with that Country are always beneficial to us (though prejudicial to them) and that when this happens, there is a conſtant Superlucration on our Side; but his Obſervation is with this Reſtriction, that our Goods thus exported ſerve for the Tranſportation Trade to thoſe who take them from us, and not for a Support of Luxury and Voluptuouſneſs. For he grants, as every one muſt, that if they are conſumed where they are firſt carried, they muſt prove a dead Loſs to their new Proprietors; the *Dutch* are in the firſt Caſe, where our Products and Manufactures, Plantation and *Eaſt-India* Goods, furniſh Materials for a great Part of their Trade with other Nations, by which they are ſo far from being Sufferers, that, on the contrary, the more they take from us, the more they enlarge their univerſal Traffic, and conſequently encreaſe their Riches; and *extra* of theſe Reaſons, it would be abſurd to imagine, that if *Holland* was ſo great a Loſer yearly as the Ballance of Trade amounted to, that they either would, or indeed could, continue it, as they have for ſo long done; nay, if they were in any ſhape Sufferers by it, they are too politic a Nation to proceed in a bad Courſe; as this would be a glaring Inſtance of an Imprudence which that circumſpect People are never guilty of; the contrary is therefore apparent, and their Motives for continuing the Trade proceed from the Advantages they reap by it.

But Sir *William Temple*'s Sentiments on this Subject are ſo finely expreſſed, in his Obſervations upon the *United Provinces* (P. 231. Cap. 6. of the 5th Edition) that I could not paſs them by without tranſcribing; " The Vulgar, ſays he, miſtake, that " Importation of foreign Wares, if purchaſed with

" native Commodities, and not with Money, does " not make a Nation poorer, is but what every Man " that gives himſelf Leiſure to think, muſt immedi- " ately rectify, by finding out, that upon the End " of an Account between a Nation, and all they deal " with abroad, whatever the Exportation wants in " Value to Ballance that of the Importation, muſt of " Neceſſity be made up with ready Money.

" By this we find out the Foundation of the " Riches of *Holland*, as of their Trade, by the Circum- " ſtances already rehearſed. For never any Coun- " try traded ſo much and conſumed ſo little; they " buy infinitely, but it is to ſell again, either upon " Improvement of the Commodity, or at a better " Market. They are the great Maſters of the *In-* " *dian* Spices, and of the *Perſian* Silks; but wear " plain Woollen, and feed upon their own Fiſh and " Roots. Nay, they ſell the fineſt of their own " Cloth to *France*, and buy coarſe out of *England*, " to their own Wear. They ſend abroad the beſt " of their own Butter into all Parts, and buy the " cheapeſt out of *Ireland*, or the North of *England*, " for their own Uſe. In fine, they furniſh infinite " Luxury, which they never practiſe; and traffic in " Pleaſures, they never taſte."

The principal Articles of our Exports to *Holland*, are Woollens of ſeveral Sorts, Lead, wrought Braſs and Iron, Melaſſes, Cotton-wool, Quickſilver, wrought Silk, Butter, Morkins, Rice, Copperas, Allum, Pimento, Tin, Tobacco, Sugars, Gold and Silver Coin and Bullion, Drugs, and *Eaſt-India* Goods; beſides which, our ſmaller Exports are Skins, Woods, Leather, Glue, Wool, wrought Plate, Gloves, Hatts of ſeveral Sorts, Watches, Earthen-ware, Garters, Fellows, Cheeſe, Catlings, Lanthorn Leaves, Rape Cakes, Haberdaſhery, Scots Pearls, Pewter, Elephants Teeth, Glaſs, &c. And the principal Imports from thence are, Linens, Silks, Threads, Spicery, Incles, Battery, Stockfiſh, Whale-fins, Madder, Hemp, Flax, Rheniſh-wine, Safflower, Paper, Bugles, and Iron-wire. The leſſer Imports are, Snuff, Wainſcot, *Ruſſia* Mats, Smalts, Argol, Seeds, Packthread, Metal prepared, Steel, Spaw-water, Wine, Quills, Hair of ſeveral Sorts, broken Glaſs, Stone-pots, Bulruſhes, Brickſtones, Terras, Quernſtones, Twiſt, Indigo, Verdigreaſe, Weed-aſhes, Cinnabar, Spelter, Oker, Pencils, Geneva, Hones, Iron-plates, &c. all which we ſuffer to be imported and conſumed amongſt us, for the ſame Reaſons that we prohibit the Merchandiſe of *France*, *viz.* becauſe theſe latter take ſo little from us, whilſt the *Dutch*, by the large Extractions they make, pay much more to the Rents of our Lands and the Labour of our People, than we do to theirs. And it is certain, that the *United Provinces* are the greateſt of all our foreign Markets, and the moſt likely to continue ſo; as the Products of their Country are not any thing near ſufficient to feed or clothe their Inhabitants; ſo that it is not in the Power of Induſtry or Art, to free them from a Dependance for both on their Neighbours, whilſt thoſe Princes, who govern a more extended Country, may (as moſt of them do) daily improve in Growths and Manufactures. It is true, *France* has for ſome Years paſt interfered with us in this Trade, though I believe very little to our Prejudice; and I think it may be eſteemed on as good a Footing now, as it was when the Calculations I have quoted were made; and muſt remain ſo, at leaſt in general, as many of the principal Goods which conſtitute that Branch of Commerce can only be ſupplied by us, and ſome of them as much demanded for *France* as they are for *Holland*.

Of the Trade between Great-Britain *and* Germany.

OUR Commerce with this Country will appear to be but little, when its vaſt Extent and Populouſneſs are conſidered; as Dr. *Davenant* makes the Medium of a ſeven Years Dealing with it (*viz.* from *Chriſtmas* 1698, to 1705), to be in Exports 838791*l.* and Imports 677511*l.* *per Ann.* though indeed he accounts for the Smallneſs of it in a very reaſonable Manner, by acquainting us, that the *Dutch* ſupply that People now with thoſe fine Cloths, Stuffs, Says, Serges, &c. manufactured here, which our Merchants uſed formerly to export to *Hamburgh*, and other Parts of the *German* Empire, otherwiſe our Dealings there would certainly be much more conſiderable than they are, and increaſe our Advantage by augmenting the Employ of our Shipping in their Carriage: and this would certainly have occurred, as the Importation of ſo large a Quantity of *German* Linens muſt have been anſwered by an adequate Quantity of our Woollen Manufactures, had not we been intercepted in that Traffic by our *Flemiſh* Neighbours, with Goods of our own Manufacturing, taken immediately from the Premiſes; and this in Part proves that *Holland* is no Sufferer in the Overballance, we ſeemingly have againſt them in our mutual Dealings.

It is true, our late Improvements in the Linen Fabricks have ſupplanted the *Germans* in ſome Part of theirs, ſince the beforementioned Calculation; but on the other Hand, this Branch of Buſineſs muſt have roſe in their Favour, as it has gone ſinking in that of *France*'s, and is certainly rendered more beneficial to us both, by the Alteration; our Imports of Linen

Linen being repaid by an Export of Woollens, and therefore the Increaſe of one is conſequentially the Augmentation of the other. Our Exports there are Cloths, Bays, Stuffs, Frize, Flannels, Kerſies, Hats, Hoſe, doub. Dozens, Logwood, Pipes, Cochineal, wrought Iron and Braſs, Haberdaſhery, Silk mixed, Silk wrought and unwrought, Sugar, and ditto refined, Painters Colours, Turners Wood, wrought Plate, Leather, printed Linen, Callicoes, and other *India* Coods; Rice, Ginger, Pimento, Pepper, Tobacco, ditto cut, Drugs, Coffee, Allum, Pewter, Cotton-wool, Lead, Litharge, Tin, Apothecaries Stuffs, Copperas, Orchal, Chalk, Glaſs, Glue, Lanthorn Leaves, Silver Coin, Coney-wool, Fuſtick, Blankets, Cabinet-ware, &c. And we Import from thence, Linens, Spaw and Bourn-water, *Ruſſia* Mats, Rags, Smalts, white Copperas, melting Pots, Pearl, Weed and Pot Aſhes, Fenugreek, Sturgeon, Canvas, broken Glaſs, Hartſhorns, Drugs, Flax, Tow, Quills, Briſtles, &c.

Of Great-Britain's *Commerce with* Spain.

I Now go from the *northern* to the *ſouthern* Regions, in order to give an Account of our Trade with this Kingdom, being the next of Importance to thoſe already mentioned; and wiſh I could ſay it ſtill continued in that flouriſhing and advantageous Condition it was formerly carried on; but an aggregate Number of Events have happened within theſe fifty Years, or ſince the Emperor *Charles* II's Reign, to alter the Nature and Manner of it, by its being loaded with higher and additional Duties than it was in that Prince's Time; and the Introduction of *French* Commodities more encouraged, ſince a Monarch of the Houſe of *Bourbon* ſat on the Throne. But what has given a ſtill greater Blow to our ſaid Trade, is his ſetting up a Multiplicity of Fabricks, for the manufacturing ſuch Goods as the *Spaniards* were formerly ſupplied with, principally from us: For though the Favouring thoſe from *France* undoubtedly hurt us, I cannot think it did in the Articles of our *Colcheſter* Bays, as the *Britiſh* Merchant ſeems particularly to intimate; for theſe ſtand as a remarkable Inſtance of the invaluable Quality of that Fabrick, which hitherto no Nation has been able to imitate; and Mr. *King* ſeems to be under another Miſtake in regard of the Value of theſe Bays, when he ſuppoſes them once to have roſe from ſeventeen to twenty-four Pence the *Flemiſh* Ell, as they are never bought by Meaſure, but by the Piece; it being the *Bocking* Bays (made indeed at *Colcheſter* as well as this Place) only that are ſold by Meaſure, and are only fit for the *Portugal* Market, whilſt the *Colcheſter* Bays are ſolely vendible in *Spain*; and the fineſt of them are ſtill in almoſt as much Eſteem as ever in that Country, tho' the Poverty of the People diſables them from going dreſſed in the ſame Manner their more affluent Condition permitted them, ſo that the Generality are now obliged to content themſelves with the Products of their own Looms, ſet up in *Arragon*, &c.

His late Majeſty *Philip* V. began before his Death to encourage the Manufactories of Cloths, which had for many Years been carried on in his Kingdom, though to very little Purpoſe, till the Duke *de Riperda* (then Prime Miniſter) revived the Eſtabliſhments, and improved them by introducing a great many Clothiers from his own Country *(Holland)* to whom his Majeſty continued his Protection, notwithſtanding the ſaid Nobleman afterwards fell into Diſgrace. And in order the better to promote his Intentions, he granted the Fabricators many Privileges, and to animate them to an Encreaſe and Improvement, he wore them himſelf, clothed his Troops with them, and prohibited the Importation of any from abroad, which Mandate was for ſome Years obſerved with Rigour; and though I never heard it was repealed, yet our Cloths are now, and have been for ſome Years paſt, admitted to an Entry at *Cadiz*, as well as other Sorts of Woollens that were included in the Prohibition; but the Quantity is ſmall in reſpect of what it formerly was, and this Commerce has entirely ceaſed in moſt other Parts of *Spain*, where the Diſpatch formerly was very conſiderable; and the principal Part of what is now introduced there, as well of Cloths as other Woollens, ſerves for their Tranſport Trade to their *American* Colonies, with the Exception of our fine Bays, beſt *Sandford* Ells, and a few other fine Goods, inimitable (as I before obſerved) by the *French*, which are ſtill uſed and wore by the *Spaniards* in *Old Spain*.

Don *Ferdinand* VI. their preſent King, has ſtrictly followed his Father's Steps, and greatly improved on his Schemes and Maxims; ſo that Manufactures of various Sorts are now ſettled in *Spain*, whereas the late Monarch only left that of Cloth in Being; and the preſent Prince being leſs influenced by *French* Counſels than his Parent was, has naturally the Good of his Country more at Heart; and if that Nation are ſo happy as to enjoy him long, there is no Doubt but he will make them a flouriſhing People.

I ſhould now proceed to give an Account of the preſent State of our Trade with that Country; but previous hereto, I hope it will be agreeable to my Readers,

Readers, that I inform them on what a Footing our Treaties with that Crown have placed us, as ſome of them are in a very few Hands, though the Knowledge of them may prove both inſtructive and advantageous.

The Baſis on which the ſeveral Treaties of Commerce ſubſiſting between *Great-Britain* and *Spain* are founded, is that concluded between the two Crowns at *Madrid*, on the $\frac{13}{23}$ of *May*, 1667, and as this is indeed the Subſtance of all the ſubſequent ones, I ſhall juſt give the Heads of the Articles immediately relative to Trade.

Article IV.

Stipulates a free Trade and Commerce to the Subjects on both Sides, as well by Land as Sea, *&c.*

Article V.

Agrees that no Cuſtoms ſhall be paid in either Kingdom by the Subjects of the other, but ſuch as the Natives pay.

Article VI.

Tables or Liſts of the Duties ſhall be put up at the Doors of the Cuſtomhouſes, *&c.* that Merchants may know what they have to pay, and not be impoſed on.

Article VII.

Permits the *Engliſh* freely to import all kind of Goods, without being enforced to declare to whom, and for what Price they ſell them; nor ſhall they be moleſted for the Errors of Maſters or others, in the Entry of the ſaid Goods, nor obliged to pay Duties for more than they land; and Prize Goods ſhall be eſteemed as *Engliſh*.

Article VIII.

Grants leave for the *Engliſh* freely to carry *Eaſt-India* Goods into *Spain*, and that they ſhall have all the Privileges granted to the *Dutch* by the Treaty of *Munſter*, 1648.

Article IX.

And the Privileges granted to the *Engliſh* reſiding in *Andaluſia*, 1645, to be general to all of that Nation, reſiding and trading in any Places whatſoever within his Catholic Majeſty's Dominions.

Article X.

No Ships appertaining to the *Engliſh*, navigating in the King of *Spain*'s Dominions, ſhall be viſited by the Judge of Contraband, or any other Officer; nor ſhall any Soldiers or armed Men be put aboard them; nor ſhall the Cuſtomhouſe Officers of either Part ſearch any Ship, until they have landed all their Cargo, or ſuch Part of it as they intend; but in the Interim Officers may be put aboard (not exceeding three) to ſee that no Merchandiſe be landed without paying Duties, but this without any Expence to the Ship. And when the Maſter ſhall declare his Intention of landing his whole Cargo, and ſhall have made his Entry accordingly, and afterwards other Goods unentered are found aboard, eight working Days ſhall be allowed to work (to commence from the firſt Day of Delivering) to the end that the concealed Goods may be entered, and Confiſcation prevented; and if in the Time limited, the Entry be not minded, then the unentered Goods only ſhall be confiſcated, and no other Puniſhment inflicted.

Article XI.

Agrees, that neither Party ſhall be obliged to regiſter or pay Cuſtoms for any other Goods than thoſe they ſhall unload.

Article XII.

Settles, that when thoſe Goods which are landed and have paid Cuſtoms, are afterwards carried to ſome other Part in the ſame Dominions, they ſhall pay no new Duties.

Article XIII.

All Ships may enter freely in any Port or Road of either Prince, and depart when they pleaſe, without paying any Duties for their Cargoes, provided they do not break Bulk.

Article XIV.

In caſe the Ships belonging to the Subjects of either Party, ſhall be met by Men of War or Privateers appertaining to the other Party, theſe ſhall ſend their Boat aboard the Merchant Ship, and be ſatiſfied with examining his Paſſports, without coming within Gunſhot.

Article XV.

If any prohibited Goods ſhall be exported from either of the Kingdoms, by the reſpective Subjects of the one or the other Party, only ſuch Goods ſhall be confiſcated, without any farther Puniſhment, except the

the Delinquent ſhall carry out of his *Britannick* Majeſty's Dominions, the proper Coin, Wool, or Fullers Earth; or ſhall carry out of the Dominions of the ſaid King of *Spain*, any Gold and Silver, wrought or unwrought; in either of which Caſes, the Laws of the reſpective Countries are to take place.

Article XVII.

No Merchant, Pilot, Maſter of a Ship, Mariner, Ships or Merchandiſe, ſhall be embargoed or detained, by any general or particular Order whatſoever.

Article XVIII.

Merchants and Subjects, of the one and the other King, may uſe all kinds of Fire-Arms for their Defence, according to the Cuſtom of the Place.

Article XIX.

The Captains, Officers, and Mariners of the Ships belonging to either Party, may not commence an Action for their Wages, nor may be received under any Pretext whatſoever, into the Service or Protection of either King; but if any Controverſy happen between Merchants and Maſters of Ships, or between Maſters and Mariners, the compoſing thereof ſhall be left to the Conſul of the Nation; though he who ſhall not ſubmit to this Arbitrament, may appeal to the ordinary Juſtice of the Place.

Article XXI, XXII, and XXIII.

Allows Freedom of Trade to Places in Amity or Neutrality with either Party, that they ſhall not be diſturbed therein, and that in this Caſe, if any contraband Goods be found in them, they only ſhall be confiſcated, and no other.

Article XXIV.

Shews what are contraband Goods, which I have already deſcribed in a former Part of this Work (P. 181.)

Article XXVI.

All Goods belonging to the Subjects of either Party, which ſhall be found laden on the Ships of Enemies, ſhall be confiſcated.

Article XXVII.

The Conſuls which ſhall hereafter reſide in any of the King of *Spain*'s Dominions or the *Spaniſh* Conſul reſiding in *England*, ſhall have, and exerciſe the ſame Power and Authority in the Execution of his Office, as any other Conſul hath formerly had.

Article XXVIII.

Secures the Subjects on either Side from being moleſted or diſturbed on Account of their Religion, ſo long as they give no publick Scandal or Offence.

Article XXIX.

All Merchandize ſhall be paid for in both Countries only in ſuch Coin as ſhall be agreed for.

Article XXX.

And all Merchants, Factors, &c. of both Nations, ſhall enjoy their Houſes, Warehouſes, &c. during the Time for which they have hired them, without any Impediment.

Article XXXI.

The Subjects of the ſaid confederate Kings ſhall employ thoſe Advocates, Proctors, &c. that they ſhall think fit; and they ſhall not be conſtrained to ſhew their Books and Papers, if it be not to give Evidence, for the avoiding Controverſies and Law Suits, neither ſhall they be embargoed, detained, or taken out of their Hands upon any Pretence whatſoever, and they may keep their ſaid Books and Accounts in whatever Language they pleaſe.

Article XXXII.

In Caſe the Eſtate of any Perſon ſhall be ſequeſtred or ſeized on by any Court of Juſtice, within the Dominions of either Party, and any Eſtate or Debt happen to lie in the Hands of the Delinquents, belonging *bona fide* to the Subjects of the other; the ſaid Eſtate or Debts ſhall not be confiſcated, but reſtored to the true Owners.

Article XXXIII.

The Eſtates of thoſe who die in either Country reſpectively ſhall be preſerved for the lawful Heirs of the Deceaſed.

Article XXXIV.

The Goods and Eſtates of his *Britannick* Majeſty's Subjects, who ſhall die in *Spain*, without making their Wills, ſhall be put into Inventory, with their Papers, Writings, and Books of Account, by the Conſul, or other public Miniſter, to be kept for the Proprietors and Creditors; and neither the *Cruzada*, nor

nor any other Judicatory whatſoever, ſhall intermeddle therein, which alſo in like Caſe ſhall be obſerved in *England*, towards the Subjects of the King of *Spain*.

Article XXXV.

That a decent and convenient Burial place ſhall be granted and appointed, to bury the dead Bodies of the *Britiſh* Subjects, who ſhall die in *Spain*.

Article XXXVI.

If any Difference hereafter happen, between their *Britannick* and *Catholick* Majeſties, Six Months Space ſhall be allowed their reſpective Subjects, to withdraw their Effects, without giving them in that Time any Moleſtation or Trouble, or retaining their Goods or Perſons.

Article XXXVIII.

The *Engliſh* and *Spaniards* to have reciprocally all Privileges granted, or to be granted, to any other Stranger.

Subſequent to the foregoing Treaty many others have ſince been made, eſpecially after the laſt long War, at *Utrecht*, the 13th of *July*, and 9th of *December*, 1713, and another on the 14th of *December*, 1715, which laſt being ſcarce, and conſequently not eaſy to be obtained, I here inſert it *verbatim*, as it is not long.

Treaty of Commerce between Great-Britain *and* Spain, *concluded at* Madrid, *the* 14*th of* December, 1715.

WHEREAS ſince the Treaties of Peace and Commerce, lately concluded at *Utrecht*, the 13th of *July*, and the 9th of *December*, 1713, between his Catholic Majeſty, and her late Majeſty the Queen of *Great-Britain*, of glorious Memory, there remained ſtill ſome Differences about Trade and the Courſe thereof; and his Catholic Majeſty and the King of *Great-Britain*, being inclined to maintain and cultivate a firm and inviolable Peace and Friendſhip, in order to attain to this good End, they have by their two Miniſters, underwritten, mutually and duly qualified, cauſed the following Articles to be concluded and ſigned.

I. The *Britiſh* Subjects ſhall be not obliged to pay higher or other Duties, for Goods coming in, or going out of the ſeveral Ports of his Catholic Majeſty, than thoſe they paid for the ſame Goods in King *Charles* the II's Time, ſettled by Schedules and Ordonances of the ſaid King, or his Predeceſſors: And although the *Gracias*, commonly called *Pie del Fardo*, be not grounded on any Royal Ordonance, nevertheleſs his Catholic Majeſty declares, wills, and ordains that it be obſerved, now and hereafter, as an inviolable Law; which Duties ſhall be exacted and raiſed, now and for the future, with the ſame Advantages and Favours to the ſaid Subjects.

II. His Majeſty confirms the Treaty made by the *Britiſh* Subjects, with the Magiſtrates of St. *Andero*, in the Year 1700.

III. His Catholic Majeſty permits the ſaid Subjects to gather Salt in the Iſle of *Tortugas*, they having enjoyed this Liberty in the Reign of King *Charles* the Second, without Interruption.

IV. The ſaid Subjects ſhall pay no where any higher or other Duties, than thoſe paid by the Subjects of his Catholic Majeſty in the ſame Places.

V. The ſaid Subjects ſhall enjoy all the Rights, Privileges, Franchiſes, Exemptions and Immunities whatever, which they enjoyed before the laſt War, by Virtue of the Royal Schedules or Ordonances, and by the Articles of the Treaty of Peace and Commerce made at *Madrid*, in 1667, which is hereby fully confirmed; and the ſaid Subjects ſhall be uſed in *Spain*, in the ſame Manner as the moſt favoured Nation, and conſequently all Nations ſhall pay the ſame Duties on Wool and other Merchandizes coming in and going out by Sea. And all the Rights, Privileges, Franchiſes, Exemptions and Immunities, that ſhall be granted and allowed to the ſaid Subjects, the like ſhall be granted, obſerved, and permitted to the Subjects of *Spain*, in the Kingdoms of his Majeſty the King of *Great-Britain*.

VI. And as Innovations may have been made in Trade, his Catholic Majeſty promiſes on his Part to uſe his utmoſt Endeavours to aboliſh them, and for the future to cauſe them to be avoided: In like Manner the King of *Great-Britain* promiſes to uſe all poſſible Endeavours to aboliſh all Innovations on his Part, and for the future to cauſe them by all Means to be avoided.

VII. The Treaty of Commerce made at *Utrecht*, the 9th of *December*, 1713, ſhall continue in Force, except the Articles that ſhall be found contrary to what is this Day concluded and ſigned, which ſhall be aboliſhed and rendered of no Force, and eſpecially the three Articles, commonly commonly called explanatory; and theſe Preſents ſhall be approved, ratified, and changed on each Side, within the Space of Six Weeks, or ſooner if poſſible. In Witneſs whereof, and by Virtue of our full Powers, we have ſigned

ſigned theſe Preſents at *Madrid*, the 14th of *December*, in the Year 1715.

(L. S.) *M. de Pedmar.*
(L. S.) *George Bubb.*

After this Treaty Affairs of State and new Embroils have occaſioned the Making ſeveral others ſince the Rupture in 1718, though they all proved ineffectual to prevent the War in 1739, which being now happily over, it is to be hoped the Peace that has ſucceeded will remain eſtabliſhed for a long Term, and her chearful Smiles lull both Nations into a Forgetfulneſs of the paſt Troubles and Diſtreſſes, that War brings with it, more eſpecially to the mercantile Part of them; and as the Treaty concluded on this Occaſion at *Madrid*, the 5th of *October*, N. S. 1750, not only ſettled a Peace in general, but alſo in particular the Diſputes depending between the two Crowns, in regard of the *Aſſiento* Contract; and as it is the laſt, and conſequently of moſt Importance for my Readers Government, I ſhall give them the Articles of it, and with them finiſh this Topick.

WHEREAS by the XVIth Article of the Treaty of *Aix-la-Chapelle*, it has been agreed, between their *Britannic* and *Catholic* Majeſties, that the Treaty of the *Aſſiento* for the Commerce of Negroes, and the Article of the annual Ship, for the four Years of Non-Enjoyment, ſhould be confirmed to *Great-Britain*, upon the ſame Foot, and upon the ſame Condition, as they ought to have been executed before the late War; and the reſpective Ambaſſadors of their ſaid Majeſties having agreed, by a Declaration ſigned between them on the $\frac{13}{24}$ *June*, 1748, to regulate at a proper Time and Place, by a Negociation between Miniſters, named on each Side for that Purpoſe, the Equivalent which *Spain* ſhould give in Conſideration of the Non-Enjoyment of the Years of the ſaid *Aſſiento* of Negroes, and of the annual Ship, granted to *Great-Britain*, by the Xth Article of the Preliminaries ſigned at *Aix-la-Chapelle*, on the $\frac{19}{30}$ *April*, 1748.

Their *Britannic* and *Catholic* Majeſties, in order to fulfil the ſaid Engagements of their reſpective Miniſters, and to ſtrengthen and perfect more and more a ſolid and laſting Harmony between the two Crowns, have agreed to make the preſent particular Treaty between themſelves, without the Intervention or Participation of any third Power: ſo that each of the contracting Parties acquires by Virtue of the Ceſſions, which that Party makes, a Right of Compenſation from the other reciprocally: and they have named their Miniſters Plenipotentiaries for that Purpoſe, *viz.* his *Britannic* Majeſty, *Benjamin Keene*, Eſq; and his *Catholic* Majeſty, Don *Joſeph de Carvajal and Lancaſter*, who after having examined the Points in Queſtion, have agreed on the following Articles.

Article I.

His *Britannic* Majeſty yields to his *Catholic* Majeſty, his Right to the Enjoyment of the *Aſſiento* of Negroes, and the annual Ship, during the four Years ſtipulated by the XVIth Article of the Treaty of *Aix-la-Chapelle.*

Article II.

His *Britannic* Majeſty, in Conſideration of a Compenſation of 100,000*l.* Sterling, which his Catholic Majeſty promiſes and engages to cauſe to be paid either at *Madrid*, or *London*, to the Royal *Aſſiento* Company, within the Term of three Months at lateſt, to be reckoned from the Day of the Signing of this Treaty, yields to his *Catholic* Majeſty all that may be due to the ſaid Company for Ballance of Accounts, or raiſing in any Manner whatſoever from the ſaid *Aſſiento*; ſo that the ſaid Compenſation ſhall be eſteemed and looked upon as a full and entire Satiſfaction on the Part of his *Catholic* Majeſty, and ſhall extinguiſh from this preſent Time, *for the future and for ever*, all Right, Pretenſion, or Demand, which might be formed in Conſequence of the ſaid *Aſſiento* or annual Ship, directly or indirectly, on the Part of his *Britannic* Majeſty, or on that of the ſaid Company.

Article III.

The *Catholic* King yields to his *Britannic* Majeſty all his Pretenſions or Demands in Conſequence of the ſaid *Aſſiento* and annual Ship, as well with Regard to the Articles already liquidated, as to thoſe which may be eaſy or difficult to liquidate; ſo that no mention can ever be made of them hereafter on either Side.

Article IV.

His *Catholic* Majeſty conſents that the *Britiſh* Subjects ſhall not be bound to pay higher or other Duties, or upon other Evaluations for Goods, which they ſhall carry into or out of the different Ports of his *Catholic* Majeſty, than thoſe paid on the ſame Goods in the Time of *Charles* the Second, King of *Spain*, ſettled by the Schedules and Ordonances of that King, or thoſe of his Predeceſſors. And altho' the Favour or Allowance called *Pie del Fardo* be not founded upon any Royal Ordonance, nevertheleſs his *Catholic* Majeſty declares, wills, and ordains, that it ſhall be obſerved now, and for the future, as an inviolable

violable Law; and all the abovementioned Duties ſhall be exacted and levied, now and for the future, with the ſame Advantages and Favours to the ſaid Subjects.

Article V.

His *Catholic* Majeſty allows the ſaid Subjects to take and gather Salt in the Iſland of *Tortugas*, without any Hindrance whatſoever, as they did in the Time of the ſaid *Charles* the Second.

Article VI.

His *Catholic* Majeſty conſents, that the ſaid Subjects ſhall not pay any where higher, or other Duties, than thoſe which his own Subjects pay in the ſame Place.

Article VII.

His *Catholic* Majeſty grants, that the ſaid Subjects ſhall enjoy all the Rights, Privileges, Franchiſes, Exemptions, and Immunities whatſoever, which they enjoyed before the laſt War, by Virtue of Schedules or Royal Ordonances, and by the Articles of the Treaty of Peace and Commerce made at *Madrid* in 1667; and the ſaid Subjects ſhall be treated in *Spain* in the ſame Manner as the moſt favoured Nation, and conſequently, no Nation ſhall pay leſs Duties upon Wool and other Merchandiſes, which they ſhall bring into, or carry out of *Spain* by Land, than the ſaid Subjects ſhall pay upon the ſame Merchandiſes, which they ſhall bring in or carry out by Sea; and all the Rights, Privileges, Franchiſes, Exemptions, and Immunities, which ſhall be granted or permitted to any Nation whatever, ſhall alſo be granted and permitted to the ſaid Subjects; and his *Britannic* Majeſty conſents that the ſame be granted and permitted to the Subjects of *Spain* in his *Britannic* Majeſty's Dominions.

Article VIII.

His *Catholic* Majeſty promiſes to uſe all poſſible Endeavours on his Part, to aboliſh all Innovations which may have been introduced into Commerce, and to have them forborn for the future. His *Britannic* Majeſty likewiſe promiſes to uſe all poſſible Endeavours to aboliſh all Innovations, and to forbear them for the future.

Article IX.

Their *Britannic* and *Catholic* Majeſties confirm by the preſent Treaty the Treaty of *Aix-la-Chapelle*, and all the other Treaties therein confirmed, in all their Articles and Clauſes, excepting thoſe which have been derogated from by the preſent Treaty: As likewiſe the Treaty of Commerce, concluded at *Utrecht* in 1713, thoſe Articles excepted, which are contrary to the preſent Treaty, which ſhall be aboliſhed and of no Force; and namely the three Articles of the ſaid Treaty of *Utrecht*, commonly called *explanatory*.

Article X.

All the reciprocal Differences, Rights, Demands, and Pretenſions, which may have ſubſiſted between the two Crowns of *Great-Britain* and *Spain*, in which no other Nation whatever has any Part, Intereſt, or Right of Intervention, being thus accommodated and extinguiſhed by this particular Treaty; the two ſaid moſt ſerene Kings engage themſelves mutually to the punctual Execution of this Treaty of reciprocal Compenſation, which ſhall be approved and ratified by their ſaid Majeſties, and the Ratifications exchanged in the Term of ſix Weeks, to be reckoned from the Day of its Signing, or ſooner if it can be done.

In Witneſs whereof, &c.

Our Exports now to *Spain* (including the *Canary* Iſlands) are long, ſhort, and *Spaniſh* Cloths, Stuffs, Bays, Hats, Perpets, Silk and worſted Hoſe, Butter, Cheeſe, Leather, wrought Iron, Braſs, Bell Metal, Linens plain and printed, Pewter, Tin, Lead, Shot, Copper, Sail Cloth, Haberdaſhery Wares, Clockwork and Watches, Shoes, wrought Silk, wrought Plate, Gunpowder, Cordage, Logwood, Braziletto, Silk mixed, and ſewing Silk, Glaſs, Copperas, Prints, Train Oil, Toys, Cabinet and Ship-Chandlery Ware, Wax, Lanthorn Leaves, Flax, Fans, Wheat, Beans, Barley Meal, Thread, Tobacco, Canvas, Cambricks, Lawns, Bed-Ticks, Sugar, Drugs, Pimento, Pepper, Spice, Staves, Brimſtone, Deer Skins, *Eaſt-India* Goods, *&c.*

The Imports from thence are Wine, Almonds, Aniſeeds, Cumminſeeds, Soap, Oil, Silk (before the Extraction was prohibited) Iron, Wool, Indigo, Figs, Raiſins, Oranges, and Orange Juice, Lemons, Cheſnuts, Smallnuts, Pomgranates, Olives, Saffron, Barilla, Kelp, Kid-ſkins, Capers, Umber, Anchovies, Spunges, wrought Silk, Cochineal, Cork, Whiſk-Brooms, and (formerly) Brandies, which I believe may pretty near Ballance that Trade, *extra* of the Corn and Meal (which have lately been very conſiderable) and I thing muſt be regarded as a Ballance in our Favour; but theſe being only accidental Articles are not to

to be reckoned as ſtaple Commodities, nor placed on the Credit Side in this Account of Commerce, at leaſt in ſuch large Quantities, as a loſt Harveſt in that and the neighbouring Territories obliged them to call for; I ſay, ſuppoſing their Dearth to happen when an equal Calamity has befel the other ſouthern Corn Countries; for when they can be ſupplied from *Sicily*, *Sardinia*, *Naples*, *Turkey*, *Barbary*, or the *Eccleſiaſtical State*, they always prefer thoſe ſolid Grains before ours, as well on Account of its yielding more Flour, as becauſe their Mills are ſet for grinding hard Corn, which muſt be altered when a ſoft Sort is to ſupply the Deficiency. I have not mentioned among the preceding Imports, the Article of Plate, which is no ſmall one, and I think is a certain Indication of the Ballance of that Trade being in our Favour; and would certainly be much more ſo, were the Cuſtoms on our Goods collected in *Spain* according to the preceding Treaties, which include and inforce the Schedules granted the *Engliſh* by ſeveral ſucceſſive Monarchs. But to ſhew that they are levied on a much higher Valuation, and very differently from what is therein ſtipulated and agreed, I here add an Account of the Impoſts on Merchandiſe, drawn up at *Cadiz* the 17th of *February* 1750, by a Gentleman, whoſe Capacity in mercantile Affairs is exceeded by few, and this induces me alſo to ſubjoin his Sentiments, which pleaſe to take in his own Words.

Particulars of the Impoſts on Merchandiſe entered in this Cuſtomhouſe.

GOODS according to their different Species pay 11, 5, 10, or 4 *per Cent.* Almoxarifaſgo Goods charged with 11 *per Cent.* Almoxarifaſgo pay Duties as follows.

Branches. N°.		Decimals.
1	11 *per Cent.* with $\frac{1}{4}$ in Plate, which is $\frac{1}{8}$ Part more	0,12375
2	2 *per Cent.* called *dos unos*, as aforegoing	0,0225
3	2 *per Cent.* called *Boſſillo de la Reyna*, as above	0,0225
4	$1\frac{1}{2}$ *per Cent.* with a Premium of 5 *per Cent.*	0,01575
5	$1\frac{1}{4}$ *per Cent.*	0,0125
6	4 *per Cent.* called 1°. 2°. 3°. 4°. *uno de Alcavala*	0,04
7	$1\frac{1}{2}$ *per Cent.* called *Donativo antiguo de la Cuidad y Fortificacion*	0,01500
	Amount of the Duties before the Year 1686, being $25\frac{1}{5}$ *per Cent.*	0,252
8	$1\frac{1}{3}$ *per Cent.* with a Premium of 5 *per Cent. conſulado y longa*	0,014
	Amount of the Duties upon the Acceſſion of King *Philip* V. being $26\frac{3}{5}$ *per Cent.*	0,266
9	$1\frac{1}{2}$ *per Cent.* called *Donativo moderno de la Cuidad*	0,015
	Amount of the Duties before the late War, being $28\frac{1}{10}$ *per Cent.*	0,281
10	2 *per Cent.* called *Sanidad*	0,02
	Amount of the Duties actually levied, being $30\frac{1}{10}$ *per Cent.*	0,301

When the Almoxarifaſgo is 5 *per Cent.* the Duties are as follows:

5 *per Cent.* with the Quarter Part in Plate, which is $\frac{1}{8}$ Part more	0,05625
N°. 2, 3, 4, 5, 6, 7, Branches aforementioned added	0,12825
$4\frac{1}{2}$ *per Cent.* additional Alcavala on this Article	0,045
Amount of the Duties before the Year 1686 being $22\frac{19}{20}$ *per Cent.*	0,2295
N°. 8 abovementioned, added	0,014
Amount of the Duties upon the Acceſſion of King *Philip*, being $24\frac{7}{20}$ *per Cent.*	0,2435
N°. 9 abovementioned, added	0,015
Amount of the Duties before the late War, being $25\frac{17}{20}$ *per Cent.*	0,2585
N°. 10 abovementioned, added	0,02
Amount of the Duties actually levied, being $27\frac{85}{100}$ *per Cent.*	0,2785

Goods charged with 10 *per Cent.* Almoxarifaſgo paid in the aforementioned Manner, before the Acceſſion of the late King *Philip*, $29\frac{935}{1000}$ *per Cent.* and before the late War $31\frac{475}{1000}$ *per Cent.* and they muſt now pay $33\frac{475}{1000}$ *per Cent.*

Goods charged with 4 *per Cent.* Almoxarifaſgo, paid before the Acceſſion of King *Philip*, 23 $\frac{325}{1000}$ *per Cent.* and 24 $\frac{725}{1000}$ *per Cent.* before the late War, and actually pay 26 $\frac{75}{1000}$ *per Cent.*

In order to comprehend the Calculation of theſe Duties, here is a ſmall Specimen of the Model of the *Spaniſh* Book of Rates, as it ſtood before the late War, and the Innovations made in the Valuation of ſome Articles of your Manufacture.

5	Anaſcotes blancos la Pieza	6000	40	White Hunſcoats, they are now rated at	7000
5	Dichos negros la Pieza	5000	40	Black Ditto	6000
11	Bayetas de *Inglaterra*	10000	$\frac{1}{3}$	Bays	12000
10	Curtidos de *Irlanda* cada uno	680	$\frac{1}{3}$	*Iriſh* Hides	1496
11	Duroys la Pieza	2000	40	Duroys	3000
11	Pannos finos de *Inglaterra* la Pieza	24000	40	fine *Engliſh* Cloths, now rated at	(Var. 1768 each
11	Dichos entre finos	17000	40	Second Cloths	816 ditto
11	Dhos Comunes	14000	40	*Yorkſhire* Cloths	510 ditto

The firſt Column ſpecifies the Almoxarifaſgo, the ſecond the Species of Goods, the third the Value, Rate, or Aforo, as called here; the fourth the Abatement *per Cent.* or Gracia, called *Pie de fardo.* Beſides that Gracia, there is an Abatement of 25 *per Cent.* allowed by the King, called *la quarta Tabla.* The Duties are thus calculated, *viz.*

100 Pieces white Hunſcoats entered in this Cuſtomhouſe, 40 deducted for the Gracia, being 40 *per Cent.* as aforementioned, 60 Pieces valued according to the Aforo, or Rate abovementioned, at 6000 Maravedis, make 360000, from which Sum deducting 90000, or the $\frac{1}{4}$ Part for la quarta Tabla, there remains 270000 Maravedis. As the Almoxarifaſgo is 5 *per Cent.* and all the Branches appertaining to it as aforementioned, amounting to 25 $\frac{65}{100}$ *per Cent.* before the late War, therefore 270000 at 25 $\frac{25}{100}$ *per Cent.* are Mars. 69795, which at 64 Mars. the Value of each Real Plate, are R. Pla. 1090 $\frac{35}{64}$, the full Amount of the Duties on 100 Pieces of white Hunſcoats. But at preſent the Aforo or Valuation of white Hunſcoats is at 7000 Maravedis, whence 60 × 7000=420000—105000 the Quarta Tabla=315000 at 27 $\frac{85}{100}$ the actual Duties *per Cent.* are 87727,5 Mars. at 64 are R. Pl. 1370 $\frac{47,5}{64}$, the Amount of the Duties 100 Pieces white Hunſcoats muſt now pay. The Difference is, R. Pl. 280 $\frac{25}{64}$ they now pay more than was levied before the late War, which is near 25 $\frac{3}{4}$ *per Cent.* Augmentation on the Duties then eſtabliſhed.

In the Treaty of Commerce between the Crowns of *Great-Britain* and *Spain*, concluded at *Madrid* the $\frac{13}{23}$ *May*, 1667, the Schedules and Immunities granted to the *Britiſh* Subjects trading to theſe Ports are, I think, Inſerted. If a new Treaty be attempted, the ſaid Schedules may be inſerted therein verbatim, to enforce the Execution. The View of the *Britiſh* Court, in the Treaty concluded at *Utrecht* in 1713, ſeemed to be, that their Merchandiſe ſhould not pay more Duties than 10 *per Cent.* on their real Value, to be aſcertained in a new Book of Rates, which was mutually agreed between the two Courts to be formed. But the Biſhop (I ſuppoſe the Biſhop of *Briſtol*, who was then Ambaſſador and Plenipotentiary, is here meant) did not underſtand Duties, for the Expreſſion in the ſaid Treaty, *But it is to be underſtood that this is not to extend to the* Alcavalas, Cientos, *and* Millones, deſtroyed the whole Purport of the Treaty, and rendered the forming a new Book of Rates quite uſeleſs. The Merchants verſed and knowing the Nature of the Duties, did therefore ſolicit that the Cuſtoms and Aforos ſhould remain on the ſame Footing they were upon in King *Charles* IId's Time, though ſome Articles were over-rated, which was according executed by the Treaty of *Madrid*, 1715. Since the late War, the Duties are augmented as aforementioned, and what is much more grievous, the Aforo or Valuation of the Merchandiſe is greatly encreaſed; wherefore our Conſul at the Head of this Factory applied to our Ambaſſador at *Madrid*, to ſolicit (if ſeemingly to him convenient) that the Goods ſhould be diſpatched in the Cuſtomhouſes in like Manner as they were before the War: Nothing favourable has reſulted, for the Goods are charged upon the extravagant new Footing. If the Aforo or Valuation of a few Articles of the *Britiſh* Products was leſſened, and the Innovations, introduced ſince the War, were aboliſhed, the propoſed End of the *Britiſh* Court, to pay no more than 10 *per Cent.* on the real Value of the Goods, may be accompliſhed, although no Altera-

tion

tion be made in reducing or aboliſhing any Branch of the Duties actually levied; which appears to me to be the eaſieſt Method, as an Attempt to ſtrike off any of the Branches of the Duties might be powerfully reſiſted by thoſe to whom they were appropriated, or the Managers thereof. Some Inſtances are offered to make this Matter more plain. A piece of Bays (upon a Medium of the Value of the Quality for this Market) ſhipt in *London*, will not coſt, including the Charges, above 3*l.* 8*s.* 9*d.* which are equal to fifteen Ducats, or a hundred and ſixty-five Reals Plate; each Piece was rated before the War at 10000 Maravedis; the Gratia $\frac{1}{3}$, and $\frac{1}{4}$ for the Quarta Tabla, deing deducted, and the Duties at 28[illegible] *per Cent.* as they then ſtood, being charged, each Piece paid R. Pl. 22 $\frac{5}{7}$ which is 13$\frac{1}{2}$ *per Cent.* on the real Value. Yet a Piece of Bays is now rated at 12000 Mars. and the actual Duties of 30[illegible] being charged after deducting the Gracias, each Piece muſt now pay R. Pl. 28[illegible], which exceeds 17 *per Cent.* on the real Value. Whereas if the Aforo of Bays was at 7000 Mars. then each Piece would pay, as the Duties now ſtand, R. Pl. 16[illegible], or only 10 *per Cent.* on the real Value. In like Manner other Goods may be valued according to their regular and common Coſt put aboard, and not at the Price they are generally ſold for, becauſe the Duties and Charges on the Sale make a Part of the Price of Sale. If this Idea be approved, a Table for the Rates of all Goods imported from his Majeſty's Dominions may eaſily be framed, and formed ſo that the Duties ſhall not exceed 10 *per Cent.* on their real Value. The following is a Specimen of ſuch a Table, *viz.*

Almoxarifaſgo	Goods	the Aforo	the Gratia.
11	Bays, each Piece	70000	$\frac{1}{3}$
11	Long Ells, each Piece	2900	40
11	Fine Cloths, each Piece	24000	40 as before the War.
11	Second Cloths, ditto	17000	40 as before the War.
11	*Yorkſhire* Cloth, ditto	10000	40
11	Eſtamenas, each Piece	6000	40 as before the War.
5	Broad Camblets, ditto	5000	40
5	Hunſcoats, each Piece	5000	40
10	Hides, each	680	$\frac{1}{3}$ as before the War.
	&c.		

Merceries according to Invoice, *&c.*

Of the Trade between Great-Britain *and* Portugal.

OUR Trade with this Kingdom is generally eſteemed of greater Value than that with the laſt mentioned, though for my own Part I muſt diſſent from this received Opinion; however, the Importance of it to both Nations is very conſiderable, and therefore ought to be cultivated by them with mutual Ardour; as the *Portugueſe* take off a large Quantity of our native Commodities, and we in Return conſume a greater one of theirs than all the Nations in *Europe* put together; though that People appear in ſome Meaſure inſenſible of the Advantages ariſing to them from this Commerce, and ſeem to have forgot the little Diſpatch they had for their Wines (the greateſt Product of their Country) when Peace and low Duties made thoſe of *France* to be the general Conſumption.

The *Engliſh* Factory at *Liſbon* publiſhed a Memorial in the Month of *July*, 1729, by which it appears, and ſeemingly beyond Contradiction, that the Ballance of Trade with that Kingdom was againſt us; and as I have no Reaſon to think there has been any favourable Alteration in it ſince, I ſhall give my Readers a Copy of the ſaid Memorial, as it was communicated to me by one of the Gentlemen principally concerned in drawing it up, with the Remarks made by that conſiderable and judicious Body of Traders on it.

An Eſtimate *of the yearly Conſumption in the* Portugueſe *Dominions, of the Commodities which are of the Growth and Manufactures of the* Engliſh *Dominions, calculated by the annual Sales of the Merchants reſiding in* Liſbon, *and by the beſt Informations taken from them and from other Parts.*

Sales in *Liſbon*, computed by the ſeveral *Engliſh* and others Merchants Houſes ſettled there		Rs. 1620,000,000
Sales in *Porto*		600,000,000
Sales in *Coimbra* and *Figueira*		120,000,000
Sales in *Madeira*, and the other Iſlands, about		100,000,000
Bacalhoa, fifty thouſand Quintals, at 4000 Rs.		200,000,000
		2,640,000,000
Duties paid for Cuſtoms might be reckoned at 15 *per Cent.* on the Sales	396,000,000	
Small Charges in and out the Cuſtomhouſe, and at the Sale 1 *per Cent.*	26,400,000	
Port Charges (Conſulage excepted) of all the *Engliſh* Ships, Expences of the Captains and Sailors, and of all the *Engliſh* in *Portugal*, at a moderate Computation	50,000,000	572,400,000
Remains net to the *Britiſh* Nation		2,067,600,000

An *Eſtimate* of the yearly Conſumption by the *Engliſh*, of the Product of the *Portugueſe* Dominions, calculated by the Exportation from them to *Great-Britain*, *Ireland*, and the *Engliſh* Poſſeſſions in *America*.

WINES.

From *Liſbon*	3000 Pipes, white, at	40000	120,000,000	
	2000 ditto, red,	50000	100,000,000	
From *Porto*	25000 ditto,	50000	1,250,000,000	
From *Figueira*	1500 ditto,	45000	67,500,000	
From *Madeira*	10000 ditto,	28000	280,000,000	
				1,817,500,000
	41500 Pipes			
OILS, from *Liſbon*, *Porto*, and *Algarve*, 2000 Pipes, at 40000				80,000,000
Figs, Almonds, Raiſins, Brooms, Canes, Shumach, Cork, &c. from *Algarve*				20,000,000
50000 Cheſts of Fruit from *Liſbon*, *Porto*, &c. at 3000 Rs.				150,000,000
4000 Moys of Salt from *Liſbon*, *St. Uval*, &c. at 1400 Rs.				56,000,000

The Exportation by the *Engliſh*, for their own Conſumption, of the *Portugueſe* Commodities, annually amounts to	2,123,500,000
The net Proceeds belonging to the *Engliſh*, of the Conſumption of their Commodities in the *Portugueſe* Dominions as above, amounts to	2,067,600,000
Conſequently the Ballance in Favour of *Portugal*, and loſt by *England*, is	55,900,000
	2,123,500,000
Portugal loſes by her Trade with the ſeveral other Nations from whom ſhe receives Commodities, *extra* of the *Engliſh*, as will be ſhewn in an Eſtimate, when I come to treat thereof	2,964,000,000
The *Engliſh* pay for the Ballance of their Trade with *Portugal*, as *per* the above Eſtimate	55,900,000
	2,908,100,000

Part of which goes directly to *Italy*, and the reſt, moſtly by the Way of *England*, on Account of the Conveniency of the Exchange, and of Shipping.

By

By the preceding Eſtimates, made favourable to the *Engliſh* Trade, as the Conſumption of their Commodities is ſet down rather more than leſs, and their Exportation of the *Portugueſe* Products as moderately computed as is poſſible, both in Quantity and Price, it plainly appears,

1ſt, That the Ballance of Trade between *Great-Britain* and *Portugal*, is in Favour of *Portugal*, which annually gains by the ſame, and the *Engliſh* loſe Rs. 55,900,000.

2dly, That conſequently that Trade cannot occaſion the Extraction of Gold from *Portugal*, ſince the liquid Produce of all the Commodities conſumed there, is not ſufficient to pay for thoſe which they take from *Portugal*.

3dly, That therefore the Gold, which annually goes from thence, is for to pay other foreign Nations the Ballance of their Trade, ſince the *Portugueſe* cannot pay them in the Product of their own Country much above the quarter Part of the Value of what they conſume of thoſe foreign ones.

4thly, That the King of *Portugal* receives every Year a very conſiderable Sum by the Duties on the *Engliſh* Trade, which are much higher in Proportion than thoſe on the Commodities of other Nations, being on the Importation Rs. 396,000,000 and on the Exportation 212,350,000, which amounts annually to Rs. 608,350,000.

Beſides theſe Truths ſo clearly demonſtrated, there are many others which well deſerve to be conſidered; ſuch are the following.

No Nation, beſides the *Engliſh*, take off the *Portugueſe* Wines, nor can be ſuppoſed ever to do it, ſince thoſe who want this Commodity are ſupplied much better from *France*, and from other Parts, and at more moderate Prices; and ſhould *England* reduce the Duties on the *French* Wines to an Equality with thoſe on the *Portugueſe*, this Branch of Trade which is ſo advantageouſs to them as to amount yearly to above one million eight hundred thouſand Mil-Reis, paid them in ready Money, by the *Engliſh*, would be entirely loſt to them: The ſame thing, a little more or leſs, is evident with reſpect to other Fruits, ſince the *Engliſh* take off above ten times the Quantity which all other Nations together do.

And though this Branch of Trade is much leſs conſiderable, yet it amounts by the Eſtimate to 170,000,000 Reis, and being (the ſame with their Wines) the Growth of their Country, that whole Sum which the *Engliſh* pay for it, is juſt ſo much Gain to *Portugal*. It is remarkable, that notwithſtanding the conſiderable Sum of Money, which the Commodities exported by the *Engliſh* amount to, they are never indebted to the *Portugueſe*, paying them always ready Money; whereas on the contrary, theſe laſt are always indebted to the *Engliſh*, and this Truth naturally leads to the following Conſiderations: That *Portugal* has always in Poſſeſſion a very large Stock belonging to the *Engliſh*, which (conſidering the Nature of the Sales in this Country, and the Cuſtom and Method of the Shopkeepers Payments) may ſafely be computed (Allowance being made for what is ſold for ready Money) to amount to above the Import of one Year's Sales, ſo that by a moderate Computation the *Engliſh* have conſtantly a dead Stock in *Portugal*, conſiſting of Goods in the Cuſtomhouſe and their Warehouſes, and in Debts outſtanding, of 2,500,000,000 Reis or upwards. The *Engliſh* certainly furniſh the *Portugueſe* with the moſt uſeful and neceſſary Goods (their own Corn for the preſent excepted) and at ſuch moderate Prices as no other Nation can afford to do. If at this Time they bring them none of their Corn (there being a Scarcity of it) they have done it formerly, and no doubt will do it again, when they can ſpare it; and ſince *Portugal* cannot ſubſiſt without a conſtant Supply of that Commodity from abroad, ſhould there happen to be a bad Harveſt in *Spain*, or a Rupture between thoſe two Crowns, the *Engliſh* by the Power of their Navy, and the Quantity of their trading Ships, are the only Nation which can at all Times effectually furniſh and ſecure what foreign Corn is neceſſary to *Portugal*.

To the above Remarks on the Trade of *Portugal*, I ſhall take the Liberty to add the following ones of my own, as conſequential to thoſe ſo juſtly made by the Merchants there. And,

1ſt, If they are ſuch as may be relied on, Mr. *King*'s Calculations on that Commerce muſt have been very erroneous, or it muſt have been greatly altered in the few intervening Years, between his Eſtimate and the *Liſbon* Merchants; as he ſuppoſes (in his Dedication, p. 3. Vol. III.) that our Exports to *Portugal* were then encreaſed from about 300,000 Pounds a Year, to near a Million and a half, whereas by the preceding Eſtimate it may be ſeen, that in the Year 1729, the Net Produce of every thing ſold in that Kingdom did amount to but little more than $\frac{1}{3}$ Part of the foregoing Sum.

2dly, But if Mr. *King*'s Calculations are right, as I am inclined to believe, when I conſider they were made by ſome Gentlemen eminent both for their Capacities and Honour, I muſt conclude ſo great a Difference in ſo ſhort a Space, muſt have proceeded from large Quantities of our Woollens, &c. being carried into *Portugal*, with the View of introducing them afterwards, through that Channel, into *Spain*, and

and I cannot otherwiſe account for the Diſparity between two Eſtimates made by different Sets of Gentlemen, equally to be credited and relied on.

It is however certain, that our Trade with that Kingdom was in the laſt Century almoſt deſtroyed by the Encouragement given to Manufactures of their own; tho' indeed the Blow came from hence at firſt; as one *Courteen*, an *Iriſhman*, and a Servant in the then Queen of *England*'s Family (afterwards Queen Dowager) carried over in the Year 1681 ſeveral Clothiers and Bay-Makers into *Portugal*, who immediately began to exerciſe their Profeſſions (particularly at *Port Alegre* and *Covillhan)* though with various Succeſs, as the latter were ſoon diſmiſſed, on its being found that the Staple of their Wool was too ſhort for the Manufacturing of Bays, but the others were continued, and brought the Fabrick of their Cloths to ſuch Perfection, that in *June* or *July* of 1684 (among ſome ſumptuary Laws then made) his *Portugueſe* Majeſty prohibited the Importation of any foreign ones, which continued in Force, till by the Treaty of 1703 with that Crown, it was agreed to reſcind the prohibitory Decree, and permit the free Importation of all Woollens, as before the making it; which the ſubſequent Abſtract of the ſaid Treaty will demonſtrate.

Article I.

His ſacred Majeſty of *Portugal* promiſes, both in his own Name, and that of his Succeſſors, to admit for ever hereafter into *Portugal*, the Woollen Cloths, and the reſt of the Woollen Manufactures of the *Britons*, as was accuſtomed till they were prohibited by the Laws; nevertheleſs upon this Condition,

Article II.

That is to ſay, that her ſacred Majeſty of *Great-Britain* ſhall, in her own Name, and that of her Succeſſors, be obliged forever hereafter, to admit the Wines of the Growth of *Portugal* into *Britain*; ſo that at *no Time*, whether there ſhall be Peace or War between the Kingdoms of *Britain* and *France*, any thing more ſhall be demanded for theſe Wines by the Name of Cuſtom or Duty, or by whatſoever other Title, directly or indirectly, whether they ſhall be imported into *Great-Britain* in Pipes or Hogſheads, or other Caſks, than what ſhall be demanded from the like Quantity or Meaſure of *French* Wine, deducting or abating a third Part of the Cuſtom or Duty. But if at any Time this Deduction, or Abatement of Cuſtoms, which is to be made as aforeſaid, ſhall in any Manner be attempted and prejudiced, it ſhall be juſt and lawful for his ſacred Royal Majeſty of *Portugal* again to prohibit the Woollen Cloths, and the reſt of the *Britiſh* Woollen Manufactures.

Article III.

The moſt excellent Lords the Plenipotentiaries promiſe, that their abovenamed Maſters ſhall ratify this Treaty.

(L. S.) *John Methuen.*

In Conſequence of this Treaty, our Woollens have ever ſince been currently admitted into *Portugal*, and we now ſend there, Cloths of all Sorts, Bays, Perpets, Stuffs, Hats, Hoſe, *&c.* We ſend likewiſe Iron, wrought Braſs, Lead, Pewter, Shot, ſtained Paper, and other Stationary Wares, Sail-Cloth, Linen, Glaſs, Earthen and Cabinet Wares, Gun Flints, Toys, Millinery and Turnery Wares, Painters Colours, Butter and Cheeſe, Gunpowder, Cordage, wrought and mixt Silk, Clockwork and Watches, Garters, Haberdaſhery Ware, all Sorts of Corn and Meal, wrought Plate, Lanthorn Leaves, Leather, Logwood, Copperas, Apothecaries Stuffs, Drugs, Glue, Rice, Bees-wax, *&c.* And our Imports from thence are thoſe mentioned in the late quoted Eſtimate.

Great-Britain'*s Trade with* Italy, *including under this Denomination* Venice, Naples *and* Sicily, Genoa, Leghorn, Ancona, *&c.*

THE abovementioned Cities are of all the maritime ones of *Italy* the moſt conſiderable, that carry on the moſt extenſive Trade, and where the greateſt Number of Ships arrive.

Turin, *Milan*, *Florence*, *Bolognia*, *Modena*, *Reggio*, *Parma*, and *Lucca*, are alſo deeply engaged in Commerce, but as they are ſituated within Land, they are obliged to value on the Aſſiſtance of the maritime ones for carrying it on; and as the Commodities ſent from hence to them are in a manner alike to all, I have joined them together, and intend to treat of the *Italian* Trade, as if the whole had been one Kingdom, and not ſubject to ſeparate Princes.

I have always heard the Trade of *Italy* reckoned at from a Million and a half to two Millions Sterling *per Annum*; thoſe that made it moſt, have not exceeded the laſt Sum, and thoſe who have made it leaſt, have never put it under the former, and occaſionally it may be much more, as in the laſt War, and according as their Harveſts prove good or bad.

Our Exports to *Italy* are, all Sorts of Cloths and other Woollens, Hats, Hoſe, Silk, mixt and wrought, horolo-

horological Works, and Watches, Gunpowder, Leather, Pewter, Braſs, Tin, Lead, Shot, Cochineal, Coney Wool, Coals, refined, clayed, and muſcovada Sugars, Redwood, Logwood, Brazile Wood, Litharge of Lead, Lanthorn Leaves, Butter, Cheeſe, Coffee, Bugles, Tobacco, Ginger, Jeſuits Bark, Indigo, Pepper, Pimento, Rhubarb, Sarſaparilla, and other Drugs, China Ware, Callicoes, and other *India* Goods, Glaſs and Earthen Ware, Pipes, wrought Plate, and (when their Harveſt fails) Corn; Herrings, Salmon, Pilchards, Stockfiſh, Poorjack, *&c.* And in Return, *Venice* (and that State) ſends us Currants, Hemp, Brimſtone, Glaſs Beads of different Sorts and Sizes, many Drugs, ſometimes Rice, Oil, *&c.* *Naples* remits here large Quantities of *Belvidere* and *Lipari* Fruit, Oil, Brimſtone, Manna from *Calabria*, Argol, Eſſences, *&c.* And from *Palermo* (the Capital of *Sicily*) and *Meſſina*, a Place of ſtill greater Trade there, we receive chiefly Silks, Salt, ſome Wine, Argol, Cantharides, Juice of Liquorice, Shumach, Manna, and Hemp. *Genoa* makes Returns principally in Paper, Velvets, Damaſks, Tabies, and Brocades (though not ſo much of either Specie as formerly) Oil, Marble, Roch Allum, Lemons, Eſſences and Perfumes, Vermichelly, Rice, Coral, Cotton, *&c.* From *Leghorn* we receive Oil (of *Gallipoli* and *Florence*) Wine, Soap, Straw Hats, Cotton and Cotton Yarn, Goats Hair, and Skins, Shumach, Brimſtone, Cream of Tartar, Valonia, Marble, Anchovies, Soap, Galls, Juniper Berries, Olives, Coral, and Coral Beads, Verdegris, Argol, Drugs, Silks, thrown and raw, *&c.* all which occaſion a Circulation in Trade, well worthy our Attention and Regard, more eſpecially as it leaves a conſiderable Ballance in our Favour.

Of the Trade carried on by Great-Britain *with* Turkey *and* Barbary.

THE *Turkey* Trade is carried on by a Company of Merchants, incorporated by Queen *Elizabeth*, under the Title of the *Levant*, or *Turkey* Company, and whoſe Charter was confirmed by her Succeſſor, King *James* I. with the Addition of many new Privileges, and a Form of Polity obſerved ever ſince. This Company is of a very particular Inſtitution, as the Members are not obliged to contribute any thing to a general Fund, ſo that it may more properly be termed a ſimple Aſſociation, of which the Partners have nothing in common but their Charter and Government, every one trading on his own Stock, though obliged to ſubmit to the Regulations of the Company, and contribute his Share of the neceſſary Expences about it.

The Troubles of the Kingdom under *Oliver Cromwell* gave Riſe to no ſmall ones in this Company, as many Members were thruſt in, unqualified in the Manner that the Charters of Queen *Elizabeth* and King *James* required; but on the Reſtoration, King *Charles* endeavoured to re-eſtabliſh its *quondam* Reputation.

His Charter was dated the 2d of *April*, 1662, and contains (beſides the Confirmation of that granted by King *James*) many new Articles about their Policy, or the Amendment of it.

The Company is eſtabliſhed in a Body politic, capable of making Laws for their Government, with a Seal under the Name of the *Governor and Company of* Engliſh *Merchants trading to the* Levant *Seas*.

The Number of its Members are not fixed, as every one properly qualified may be admitted, tho' they are generally about three hundred.

The principal Qualifications for Admittance is, being a Merchant (and not a Tradeſman or Retailer) bred either under a Father, or by ſerving a regular Apprenticeſhip to ſome other. Thoſe who deſire to become Aſſociates, muſt pay the Company 25 Pounds Sterling if they are under twenty-five Years of Age, and double that Sum if they are above; and muſt ſwear on their Admiſſion, to ſend no Goods to *Turkey* but on their own Accounts, and to conſign them only to ſuch as belong to the Company, or their Factors.

The Company is governed by itſelf, and determines Affairs by a Plurality of Voices, in which the Merchant trading for 1000*l.* has an equal Vote with him that trades for an hundred Times as much; and for its better Management, there is a Court ſettled in *London*, conſiſting of the Governor, Sub-Governor, and twelve Aſſiſtants, who ought to live in the City or Suburbs; there is alſo a Deputy Governor in all the Towns and Ports of *England*, where any Members of the ſaid Company reſide.

It is this Aſſembly at *London* who ſend the Ships, and regulate the Tariff for the Prices, which the *European* Goods carried to *Turkey* are to be ſold at, as well as the Quality of thoſe to be brought back; it alſo raiſes the Taxes on the ſaid Merchandiſes, when the neceſſary Preſents, or other common Expences in regard of this Trade, require it.

It preſents the Ambaſſador to the Throne for Approbation; and alſo nominates the Conſuls of *Smyrna* and *Conſtantinople*, whoſe Penſions the Company pay, and therefore never permit either theſe latter, or the former, to raiſe any Contributions on Ships or Goods under

under Pretext of being to defray the Expence of ſome neceſſary Gift, or other extraordinary Charges, and by this Means avoid the Diſorders which other Nations, not governed by ſuch wholeſome Laws, fall into, to the no ſmall Detriment of their Commerce.

The Company alſo nominate and pay their principal Officers, ſuch as the Miniſter, Secretary, Chancellor, Interpreters, and Janiſaries, and this to the End that they ſhall not raiſe nor impoſe any new Sum on the Merchants, Ships, or Goods.

In extraordinary Caſes, the Conſuls, and even the Ambaſſador himſelf, have Recourſe to two Deputies of the Company, who reſide on the Spot; or, if the Affair be very important, they aſſemble the whole Nation, who regulate and determine the Preſents that are to be given, the Voyages to be made, and every other Circumſtance neceſſary to be treated of; and in Conformity to the Reſolutions then taken, the Deputies order the Treaſurer to ſupply the Money, Goods, or *European* Curioſities agreed on; and this Treaſurer is eſtabliſhed by the Company, and his Caſh ariſes from the Taxes and Impoſts, which they themſelves have thought proper to lay on Goods to diſcharge the common Expences of the Aſſociation.

It is true, however, that the Ambaſſador and Conſuls may act alone on all theſe Occaſions, but beſides a tacit Clauſe in the Penſions paid them, to do nothing without the Deputies Advice, they chuſe rather to conform to this Rule than otherwiſe, for their own Diſcharge.

The Places reſerved to this Company for their Trade, are the States of the Republic of *Venice* (in its Gulf) thoſe of *Raguſa*, and all the Grand Seignor's Dominions; the Ports of the *Levant* and *Mediterranean*, excepting thoſe of *Carthagena*, *Alicant*, *Denia*, *Valencia*, *Barcelona*, *Marſeilles*, *Toulon*, *Genoa*, *Leghorn*, *Civita Vecchia*, *Palermo*, *Meſſina*, *Malta*, *Majorca*, *Minorca*, *Corſica*, and all other Ports and Places of Commerce on the Coaſts of *France*, *Spain*, and *Italy*. And the Fine for thoſe caught in Trade, and not Members of the Company, is 20 *per Cent.* on the Value of the Loading ſo taken.

Moſt of the Gentlemen bred in this Trade are of Fortune and Family, ſo that their Body is very conſiderable, as well in Point of Birth as Riches; and their Commerce is undoubtedly a very beneficial one to this Nation; as may be ſeen by the following curious Calculation taken from the *Britiſh Merchant*, and there quoted with a View to inſtruct the Reader in the whole Proceſs of the Cloth Manufacture, from its Commencement to its Conſumption; and to ſhew the Advantages ariſing from the *Turkey* Trade, by its taking off ſo large a Share of our Woollens, and thereby contributing proportionably to the Subſiſtance of our People.

A Clothier buys at Market fifty Packs of Wool, picked and ſorted, at 10*l.* *per* Pack	500	0	0
With which Wool he makes 100 broad Cloths, and the Manufacture thereof in Carding, Spinning, Weaving, Milling, Dreſſing, &c. as they are uſually brought to, and ſold white at *Blackwell-Hall*, will amount to about the firſt Coſt of the Wool	500	0	0
So that theſe 100 Cloths are ſold by the Clothier to the Merchant at 10*l.* *per* Cloth	1000	0	0
And the Merchant pays for the Dying of the ſaid 100 Cloths, *viz.* one third Part in Grain Colours, at 7*l.* and two thirds in ordinary Colours, at 30*s.* *per* Cloth	333	6	8
Alſo for Setting, Drawing, Preſſing, Packing, &c. 15*s.* *per* Cloth	75	0	0
The ſaid 100 Cloths will coſt the Merchant 14*l.* 1*s.* 8*d.* *per* Cloth on board, which amounts to	1408	6	8

And to repay him their Coſt and Charges here and aboard, with a bare Allowance for Inſurance, and the Intereſt of his Money, they cannot purchaſe leſs, I ſhould think, than twenty-two great Pounds of *Sherbaſſee* (or *Perſia* fine raw Silk) for every Cloth. Thus he probably receives for the ſaid 100 Cloths, 2200 Pounds wt. of the ſaid raw Silk.

Now if the half Part of this Silk is wrought up in plain coloured Tabies, the Manufacturers will receive 13*s.* 7*d.* *per lib.*	747	1	8
And if the other half Part is wrought up into rich flowered Silks brocaded, the Manufacturers will receive 1*l.* 19*s.* 9*d.* *per lib.*	2186	5	0
And the additional Charge of Dying, ſuppoſe but of $\frac{1}{3}$ Part of the ſaid Silk, into Grain Colours at 9*s.* *per lib.*	123	15	0
Then the Coſt and Charges of 100 Woollen Cloths, ſhipped from *London* to *Turkey*, and the Manufacture of the raw Silk brought from thence, in Return thereof, muſt amount to	4465	8	4

The

The Freight of the ſaid 100 Cloths, and of the ſaid 2200 *lib.* of raw Silk is computed at 40 12 6

Her Majeſty's Cuſtoms on the ſaid 2200 *lib.* of raw Silk is 156 15 0

Engliſh Factors Commiſſions abroad on the Sale of the Cloth, and on inveſting the Returns in Silk, as aforeſaid, computed at 100 0 0

It is hereby repreſented to the View of every Reader, that every 2200 *lib.* wt. of raw Silk imported from *Turkey*, and manufactured here for our Conſumption, without paying any thing to the Merchant's or Mercer's Gain, pays to the Landholders, the Labourers, and the Crown, the Sum of 4762 15 10

If any thing is to be added for the Mercer's and Merchant's Gain (and we may depend upon it they will not be at the trouble of driving their Trades for nothing) we may very well affirm, that the whole Coſt of this Manufacture for Conſumption cannot be leſs than the Sum of 5000*l.* So that 2200 Pound weight of *Turkey* raw Silk manufactured here, pays the Sum of 5000*l.* to the Subſiſtance of our own People.

This Account takes the Returns upon 100 Cloths exported to *Turkey*, and makes them pay 5000*l.* to the Subſiſtance of our People. But we have exported annually two hundred Times as many Cloths for *Turkey*, and receive for about half that Quantity of Cloth, the ſame kind of Returns in raw Silk for our own Conſumption; and conſequently our own Conſumption of *Turkey* Silk, paid for the Subſiſtance of our own People, the Sum of 500,000*l. per Annum*, beſides what is paid by the other Half of that Trade; but if the Conſumption of 5000*l.* Value of *Turkey* Silk manufactured pays 500*l.* to the landed Intereſt for the Wool that is exported to *Turkey* in Manufacture, then the annual Conſumption of 500,000*l.* Value of that Silk, muſt pay 50,000*l. per Annum* to the landed Intereſt.

And yet this is not all that the landed Intereſt receives annually by Means of this half Part of the *Turkey* Trade; the Crown and the Subjects, who receive nine Times as much for Cuſtoms and Labour, pay perhaps a ninth Part of what they receive to the landed Intereſt for Clothes and Proviſion; by which Means the Conſumption of *Turkey* Silk, manufactured in *England* either directly or indirectly, pays a fifth Part of its whole Value to the landed Intereſt, that is, it pays directly one tenth Part of the Value of the Silk by the Woollen Manufacture exported, and as much more by enabling the People to purchaſe neceſſary Clothes and Proviſions, of which much more than a tenth Part is paid to the landed Intereſt.

It will be objected here, that the 10*l.* abovementioned upon a Pack of Wool, is not paid to the landed Intereſt, ſince a Part of it is paid to the Shepherd's Wages, and a Part to the Labour of Picking and Sorting this Wool: It is very true; but then conſidering how much of the Product of the Land is exported to purchaſe Dying Goods, the tenth Part of the Price of the whole Silk Manufacture may be well ſaid to be paid for the Product of the landed Intereſt.

It is therefore evident, that of every 5000*l.* Value of Manufacture from *Turkey* Silk, 500*l.* is paid for the Manufacturing of the *Engliſh* Wool that is ſent abroad, 333*l.* 6*s.* 8*d.* to the Charge and Labour of Dying, 75*l.* to other Labour beſtowed on that Manufacture, 747*l.* 1*s.* 8*d.* for manufacturing one half of our Returns, and 2186*l.* 5*s.* of the other, beſides 123*l.* 15*s.* for dying the ſame in Grain Colours; add to this the Freight of 40*l.* 12*s.* 6*d.* beſides the Charges to Factors abroad, and Merchants, and Mercers at home, and it will appear that near 4000 of every 5000*l.* Value, or that near 400,000 of every 500,000*l.* Value of *Turkey* Silk wrought in *England*, is paid to the Labour of the People beſtowed upon it; and I think this is enough to ſhew, that ſuch a Trade ought to be carefully preſerved, and that it claims a Share in the Regard of every Gentleman in *England*.

This Calculation, though made only on one Particular of the *Levant* Company's Exports, may be adapted to any other Branch of it, or indeed to any other Trade, where the Returns are improved to the Increaſe of our Manufactures, and Employ of our People.

Our Exports for *Turkey* are Cloths, Serges, and other Woollens, Tin, Lead, Pepper, Cochineal, Indigo, Iron and Glaſs Ware, Leather, Sugar, &c. which I have here computed at near half a Million yearly; and though Mr. *Savary* in his Time complains that the *French*, by their ill Management in their Dying and Manufacturing their Cloths, had loſt the greateſt Part of the conſiderable Trade they before had in thoſe Parts, which he ſays the *Engliſh* had ſecured; yet Mr. *King* takes Notice many Years after, that from a trifling Commerce the *French* carried on, they in the Year 1713 at leaſt equalled us, and I fear have once more ſurpaſſed us in the *Levant* Traffic, ſo that I cannot imagine our *Turkey* Company do now export near the Value abovementioned.

The Returns we have from thence, are raw Silk, Grogram Yarn, Cotton, and Cotton Yarn, Wool, Goats Hair, Coffee, Dying Goods, Drugs, Galls, *&c.*

Of Great-Britain'*s Trade to* Africa.

THIS Trade, like the preceding, has for many Years paſt been carried on by a Company with an excluſive Charter, granted at firſt by King *Charles* II. the 18th of *December* 1661, in Favour of his Brother *James*, then Duke of *York* and *Albany*, for the Term of a thouſand Years, with full Power to trade all over the weſtern Coaſt of *Africk*, from the Port of *Sallee* in South *Barbary*, to the Cape of *Good Hope*; but theſe Letters Patent were afterwards revoked by his Majeſty, with the Duke's Conſent, and regranted in 1663, by a freſh Charter, which, in Conſideration of the many illuſtrious Perſons engaged in it, had ſeveral new Privileges added, and diverſe Regulations made, beſides thoſe before eſtabliſhed for its Government.

Its principal Aſſociates were Queen *Catherine* of *Portugal*, then his Majeſty's Conſort, Queen *Mary* of *France*, his Mother, the aforementioned Duke of *York*, *Henrietta Maria*, Ducheſs of *Orleans*, his Siſter, Prince *Rupert*, and moſt of the prime Nobility of *England*; the reſt of the Concerned, charged with the Direction of the Company's Affairs, were choſen from among the principal Merchants of *London*, more eſpecially thoſe who had carried on that Trade which the Company were now put in Poſſeſſion of. And that a proper Title might be given to this illuſtrious Aſſociation, correſpondent to the Dignity of its Conſtituents, it was called the *Royal African Company*; and the following Privileges were granted it, and compoſed its Charter.

I. That *It* ſhould be erected into a Body Politic, both in Name and Effect, and in this Quality ſhould be capable in Law, to have, get, acquire, ſollicit, receive, poſſeſs, and enjoy, all Manors, Lands, Hereditaments, Rents, Liberties, Privileges, *&c.* which any other of his *Britannick* Majeſty's Subjects might till then poſſeſs and enjoy.

II. That *It* ſhould have a common Seal, of which the Impreſſion on one Side ſhould be an Eſcutcheon bearing an Elephant, with two Negroes for Supporters, and on the other Side, his Majeſty's Portrait.

III. For *Its* Government, there ſhall yearly be choſen, by a Plurality of the Perſons named in the Charter, and other Adventurers intereſted in the Company, a Governor, Deputy, and Sub-Governor, with twenty-four or thirty-ſix Aſſiſtants, at their Election, or as they ſhall think proper.

IV. That the Governor and his Deputy, with ſeven of the twenty-four, or thirteen of the thirty-ſix Aſſiſtants, are authorized to take on them the Care and Management of the Company's Affairs, whether for buying or ſelling the Goods and Merchandiſe proper to be ſent to *Africk*, or that ſhall come from thence; or in fitting out Ships, making Settlements, and chuſing Factors neceſſary for the well-governing their Trade.

V. The Governor, Sub-Governor, and Aſſiſtants, when elected, ſhall take the Oaths, before the then Lord Chancellor, Keeper of the Seals, or Lord Treaſurer, except the Governor be of the Royal Family, in which Caſe he ſhall be exempt from the ſaid Oath.

VI. It ſhall be permitted to the ſaid Governor and Aſſiſtants, to hold Courts and Meetings whenever they think proper, and a competent Number being ſo aſſembled, may make, ordain, conſtitute and eſtabliſh, Laws, Ordinances, and Regulations, for the Government of their Company; and after making, to revoke and diſannul them, in order to form others more convenient; and to impoſe and inflict Penalties on the Violaters of them, either by Fines or Impriſonment, provided that the Laws and Penalties are juſt, and agreeable to the Laws of *England*.

VII. The Partners and Adventurers may grant and transfer all or any Part of the Stock which they ſhall have in the Company, to whomſoever they pleaſe, provided the ſaid Ceſſions and Transfers be made in full Court, and regiſtered.

VIII. That the Company may put to Sea, ſuch, and as many Ships as they ſhall judge convenient for their Trade, and furniſh them with Artillery, Ammunition, and other warlike Stores for their Defence.

IX. That the Company ſhall have the Poſſeſſion and Property of all the Gold and Silver Mines that are, or ſhall be found, in all the Extent of their Grant; and that *It* only ſhall deal there (excluſive of all other *Engliſh* Traders) in all Merchandiſe, the Growth of the ſaid Countries, as well as in the Traffic of the Negroes.

X. That it may equip ſuch, and as many Veſſels as it pleaſes, to ſend on Diſcoveries; more particularly of thoſe Places that are hereby granted, and to make the neceſſary Settlements.

XI. That the ſaid Company ſhall, nevertheleſs, pay all the Cuſtoms, Subſidies, and Impoſts, that are due and

and payable, as well on the Exports of Goods and Merchandiſe ſent to *Africk*, as on thoſe that ſhall be imported from thence.

XII. That only the Company's Ships, or thoſe to whom the Governor and Aſſiſtants ſhall give Permiſſion in Writing, may trade in *Africk* within the Limits before preſcribed, nor bring any of thoſe Merchandiſes to *England*, under Penalty of Seizure and Confiſcation of the ſaid Ships and Goods, *&c.*

XIII. That the Factors, Maſters of Ships, Sailors, and Members of the ſaid Company, may not trade ſecretly, or otherwiſe, for their own Account, in any of the ſaid Parts; nor import into *England*, any Merchandiſes, on the ſame Penalties of Seizure and Confiſcation as above.

XIV. His *Britannick* Majeſty reſerves to himſelf and Succeſſors, a Liberty of coming in, at any Time when he ſhall think proper, as Sharer in the Company's Adventures, upon joining and bringing in a proportionable Fund to that already made by the other Partners; in which Caſe they ſhall be admitted to have a Part in the Profits and Loſſes that it ſhall acquire or ſuffer, in Proportion to the Sums that they ſhall have brought in.

XV. The Company, or its Governors and Aſſiſtants, may nominate Captains and Governors, to command in the Colonies that ſhall be eſtabliſhed in the Extent of *Its* Grant; to which Governors and Captains, his Majeſty grants Power to command the military Forces that ſhall be there; to muſter them, and to do and execute all that is permitted by the Laws of Arms; either without, for the Defence of the ſaid Colonies againſt any foreign Invaſion, or within, to appeaſe any domeſtic Troubles and Seditions.

XVI. That to explain what has been ſaid in the IXth Article concerning the Gold Mines, his Majeſty reſerves to himſelf, his Heirs and Succeſſors, two Thirds of the ſaid Mines, on ſupplying two Thirds of all the Charges that ſhall occur, for the Working and Tranſporting of the ſaid Gold; the other Third remaining in Property to the Company, on contributing likewiſe *Its* one Third of the Expences.

XVII. The Company ſhall have the Enjoyment of all the Privileges of the City of *London*, as full as any other Company of Merchants, eſtabliſhed by Letters Patent of his *Britannick* Majeſty, or his Predeceſſors, may or can enjoy.

XVIII. In fine, his Majeſty ordains, as well for himſelf as for his Heirs and Succeſſors, that all Admirals, Vice-Admirals, Generals, Commandants, Captains, Juſtices of the Peace, Comptrollers, Collectors, Searchers, and all other Officers and Miniſters whatſoever, that they be aiding and aſſiſting to the Adventurers in the *Royal African Company*, their Factors and Agents, whenſoever they ſhall be required; his ſaid Majeſty intending, that all contained in the preſent Charter and Letters Patent ſhall have its full Effect, and that whatſoever may have been omitted, or leſs clearly explained than his Majeſty intended, ſhall be ſupplied or interpreted in Favour of the ſaid Company.

This Charter of *Charles* II. of 1663, was afterwards confirmed by new Letters Patent of the ſame King, under the 27th of *September*, 1673; which were followed two Years afterwards by a Proclamation, in which his Majeſty orders the Execution of the Article, by which was granted to the Company an excluſive Privilege, upon all the Coaſts of *Africk*, prohibiting all his Subjects, that were not Members of it, to trade there.

In fine, neither the Letters Patent, nor the Proclamation, having been ſufficient to hinder the Interlopers from diſturbing the Company's Trade, *It* had Recourſe to the Protection of *James* II. whom *It* had the Honour to ſee twice among the Number of *Its* Aſſociates; from whom *It* obtained, in the firſt Year of his Reign, a new and more ſevere Proclamation, to exclude all the *Engliſh* who were not Members of the Company, or that ſhould not have obtained *Its* Permiſſion, from all Trade on the Coaſts of *Africk*; which laſt Proclamation was on the 1ſt of *April*, 1685.

In conſequence of theſe Grants, the Company commenced, and carried on a conſiderable Trade; but the vaſt Charges they were at, in building and ſupporting their Fortifications, and their great Expence in maintaining and ſalarying their Factors and Troops, the frequent Embroils and Altercations they have had with different Nations about their Commerce, and the Knavery of ſome, and Miſmanagement of others of their Dependants, obliged them frequently to ſolicit a national Aſſiſtance, and, being greatly in Debt, at laſt to petition the Parliament for Relief, who having taken the State of their Caſe into Conſideration, determined on making a new Company, *for extending and improving the Trade to* Africa; which they did by the following Act.

23 *Geo.* II. p. 547.

The Preamble ſets forth, that the Trade to and from *Africa*, being very advantageous to *Great-Britain*, and neceſſary for the Supplying the Plantations, and Colonies belonging thereto, with a ſufficient Number of Negroes at reaſonable Rates, ought for that Purpoſe to be free and open to all his Majeſty's Subjects; *It is therefore enacted*, that it ſhall be

lawful

lawful for all the King's Subjects to trade to and from any Place in *Africa*, between the Port of *Salee* in *South Barbary*, and the Cape of *Good-Hope*, without any Reſtraint whatſoever, ſave as herein after expreſſed.

All his Majeſty's Subjects who ſhall
p. 548. trade to and from *Africa*, between Cape *Blanco*, and the Cape of *Good-Hope*, ſhall forever hereafter be deemed a Body Corporate and Politick, in Name and in Deed, by the Name of *The Company of Merchants trading to* Africa, and by the ſame Name ſhall have perpetual Succeſſion, and a common Seal; and may ſue and be ſued, and do any other Act, which any Body Corporate or Politic, as ſuch, may lawfully do.

All the *Britiſh* Forts, Settlements and Factories, on the Coaſt of *Africa*, beginning at Cape *Blanco*, and extending from thence to the Cape of *Good-Hope*, incluſive, and all other the Regions, Ports, *&c.* comprehended within the ſaid Limits, which are now claimed by, or in the Poſſeſſion of, *the Royal African Company of England*, or which may hereafter be in the Poſſeſſion of the Company hereby eſtabliſhed, ſhall, from the paſſing of an Act for diveſting the *African* Company of their Charter, Forts, and all other their Property on the Coaſt of *Africa*, their Goods and Merchandiſe only excepted, be abſolutely veſted in the new Company eſtabliſhed by this Act, and their Succeſſors, to the Intent that the ſaid Forts, Settlements, and Premiſes, ſhall be employed only for the Protection, Encouragement, and Defence of the ſaid Trade.

The Company eſtabliſhed by this Act ſhall not trade to or from *Africa*, in their Corporate or joint Capacity; nor ſhall they have any joint or transferable Stock; nor ſhall they borrow Money on their common Seal.

p. 549. The Direction and Management of the Affairs of the new Company ſhall be by a Committee of nine Perſons, to be choſen annually; who are to meet as often as ſhall be neceſſary, at ſome Place in the City of *London*; and the ſaid Committee, or any five of them, or the Majority of them aſſembled, ſhall, from and after the paſſing ſuch Act for diveſting the *African* Company of their Charter, *&c.* or before, ſo far as the *African* Company ſhall conſent thereto, have full Power to make Orders for the governing and improving the Forts and Factories which are, or ſhall be built within the Limits aforeſaid, and to appoint Governors, Deputy-Governors, or any other Officers civil or military, and to remove or diſplace them when they ſhall ſee fit; and to make Orders and Regulations for the better Government of the ſaid Officers and Servants abroad, and to take Security for their good Behaviour, and Obedience to the Regulations eſtabliſhed by this Act, and to ſuch as the Committee ſhall from time to time make; ſo as no Orders or Regulations made by the Committee ſhall lay any Reſtraint whatſoever on the Trade or Traders, contrary to the Intent of this Act.

The Traders, or Perſons intending to trade, to or from *Africa*, who ſhall, on or before the 30th of *June* 1750, have paid into the Hands of the Chamberlain of the City of *London*, 40 *s.* each, for their Admittance into the Freedom of the ſaid Company, are impowered to meet on the 10th of *July*, 1750, in the *Guildhall* of the ſaid City, and chuſe three Perſons: And ſuch as ſhall, on or before the ſaid 30th of *June*, have paid into the Hands of the Clerk of the Merchants Hall in the City of *Briſtol*, the like Sum of 40 *s.* are impowered p. 550. to meet on the 10th of *July*, in ſome convenient Place in the City of *Briſtol*, and chuſe three other Perſons: And ſuch as ſhall, on or before the ſaid 30th of *June*, have paid into the Hands of the Town Clerk of *Liverpool*, the like Sum of 40 *s.* are impowered to meet on the ſaid 10th of *July*, in the Town-Hall of *Liverpool*, and chuſe three other Perſons; and the nine Perſons ſo choſen ſhall be the firſt annual Committee, and ſhall continue in their Office for one Year, and until others ſhall be choſen in their Room.

In all future Elections, the Committee ſhall be nominated on the 3d of *July* in every Year, in Manner following, *viz.* three ſhall be nominated by the Freemen of the ſaid Company admitted in *London*, who ſhall aſſemble for that Purpoſe at *London*; three by the Freemen admitted into the ſaid Company at *Briſtol*, who ſhall aſſemble for that Purpoſe at *Briſtol*; and three by the Freemen of the ſaid Company admitted in *Liverpool*, who ſhall aſſemble for that Purpoſe at *Liverpool*.

The Freemen of the ſaid Company in any of the ſaid Cities and Towns re- p. 551. ſpectively, may chuſe other Committee-Men in the Place of thoſe that ſhall happen to die, be removed, or refuſe to act; and ten Days previous Notice ſhall be inſerted in the *London Gazette* by the Committee, of the Time and Place where ſuch Election is to be had.

If at the Time appointed for the Elections of Committee-Men, the Freemen in any of the ſaid Cities or Towns ſhall neglect to proceed to ſuch Choice, ſuch as ſhall be choſen in the other of the ſaid Cities or Towns, though leſs in Number than nine, may act as the Committee until the next annual Election;

Election; and all Elections ſhall be determined by the Majority of the Votes preſent; and where the 3d of *July* ſhall fall on a *Sunday*, the annual Election of Committee-Men ſhall be on *Monday* the 4th of *July*.

In Caſe of an Equality of Votes at any Election; the Lord Mayor of *London*, the Mayor of *Briſtol*, and the Mayor of *Liverpool*, reſpectively, ſhall determine which of ſuch Perſons ſhall be the Committee-Man.

The Committee ſhall meet for the
p. 552. firſt Time on the firſt *Monday* in *Auguſt*, 1750, and ſhall then ſettle the Manner of their future Meetings, and of the Notices and Summons's to be ſent for that Purpoſe to the Members of the Committee; and no Order or Reſolution of the Committeee, to which all the Members preſent at the making thereof ſhall not be conſenting, ſhall be binding, unleſs confirmed at a ſubſequent Meeting, at which all the Members of the Committee ſhall be preſent, or of which the Abſentees ſhall have had the uſual Notice.

At every Meeting, when the Time prefixed for entering on Buſineſs is come, and ſo many as are neceſſary to make a Committee are preſent; before they enter upon Buſineſs, a Chairman ſhall be choſen by Lot, out of the Committee-Men then preſent, who ſhall take the Chair for that Meeting; but he ſhall not vote that Day on any Queſtion, unleſs the Votes are equal, in which Caſe he may vote; and every Committee-man, who ſhall not be preſent at the Choice of the Chairman, ſhall not vote on any Queſtion before the Committee that Day; but he may be preſent, and give his Opinion in all Matters as any other Committee-man may do; and all Matters, which ſhall be decided by a Plurality of the Votes of ſuch of the Committee-men as ſhall be intitled to vote, ſhall be deemed to be decided by a Majority of the Committee then preſent.

Such of his Majeſty's Subjects as ſhall, on or before the 30th of *June*, 1750, pay to the Chamberlain of *London*, the Clerk of the Merchants Hall in *Briſtol*, or the Town-Clerk of *Liverpool*, 40 *s.* each for their Freedom, ſhall be the firſt Members of the ſaid new Company: and from and after the ſaid 30th of *June*, any other of his Majeſty's Subjects who ſhall trade to or from *Africa*, ſhall be admitted Freemen of the ſaid Company at *London*, *Briſtol*, or *Liverpool*, upon Payment of 40 *s.* each, to ſuch Perſons as the Committee ſhall appoint to receive the ſame.

No Perſons admitted Freemen after
p. 553. the ſaid 30th of *June*, ſhall vote at the Election of Committee-men, until one Year after their Admiſſion.

The Chamberlain of *London*, the Clerk of the Merchants Hall in *Briſtol*, the Town Clerk of *Liverpool*, and ſuch other Perſons as the Committee ſhall appoint to receive the ſaid Sums of 40 *s.* for the Admiſſion of Perſons into the Freedom of the Company, ſhall ſign and deliver to every ſuch Perſon, a Certificate of the Payment thereof, for which they ſhall be paid 2 *s.* 6 *d.* as a Fee, and no more; and the Names and Places of Abode of every ſuch Perſon ſhall be entered in a Book to be kept for that Purpoſe by the Receivers.

The Chamberlain of *London*, the Clerk of the Merchants Hall at *Briſtol*, and the Town Clerk of *Liverpool*, ſhall pay and deliver over the ſaid ſeveral Sums of 40 *s.* received by them, and the Books in which the Names and Places of Abode of the Perſons making Payment thereof are entered, to ſuch Perſons as the Committee ſhall appoint to receive the ſame.

The Perſons who ſhall be appoint-
ed by the Committee at *London*, *Briſtol*, and *Liverpool*, to receive the ſaid p. 554.
Sums of 40 *s.* ſhall annually, or oftner if required, pay and deliver over the ſame, together with the Liſts of the Names, and Places of Abode of the Perſons from whom received, to the Committee, as they ſhall direct.

An exact Liſt ſhall be kept at the Office of the Committee in *London*, of the Names and Places of Abode of all Perſons admitted into the Freedom of the ſaid Company, diſtinguiſhing where each Perſon was admitted; which Liſt ſhall yearly, ten Days at leaſt before the annual Election, be printed and delivered *gratis* to the Members who ſhall deſire the ſame.

No Perſon ſhall be capable of being choſen, or acting as a Committee-man, above three Years ſucceſſively; and two, or more, Perſons, who ſhall be in Copartnerſhip in Trade, ſhall not be choſen during the ſame Time or Year: And none of the ſaid nine Perſons, during the Time they ſhall be of the Committee, ſhall directly or indirectly trade jointly or in Copartnerſhip to *Africa*; or load any Goods or Merchandiſes on board the ſame Ship in which any one of the Committe ſhall, for that Voyage, have before laden Goods, to be carried to any Place in *Africa*.

The Committee may from time to time inveſt ſuch Part of the ſaid Money in their Hands, as they ſhall judge neceſſary, in the Purchaſe of Goods and Stores; which, after the ſame are inſured, ſhall be exported to *Africa*, and there ſold, and applied for the ſole Uſe,

Preſervation

Preſervation and Improvement of the Forts and Settlements; and for the Payment of the Wages and Salaries to the Officers and other Perſons employed there; but the Committee p. 555. ſhall not export from *Africa* any Negroes or other Goods in Return, or in any other Manner carry on a Trade to or from *Africa.* And an Account of the Committee's Receipts and Payments ſhall be kept in a Book which ſhall be open at their Office in *London*, to be peruſed *gratis* at all ſeaſonable Times, by any Members of the Company.

The Commiſſioners for Trade and Plantations may remove any of the Committee-men, or Officers, or Servants appointed by them, who ſhall be guilty of any Miſbehaviour, contrary to this Act; giving Notice of ſuch Removal, and ſpecifying the Cauſes thereof to the Committee; and when a Committee-man ſhall be ſo removed, the Committee ſhall give Notice forthwith to the Mayor of the City or Town by whom the ſaid Perſon was choſen, to elect another in his Room; and if any Officer or Servant ſhall be removed, the Committee may appoint another in his Stead.

Whenever a Committee-man ſhall be charged with Miſbehaviour in his Employment, the Commiſſioners for Trade and Plantations ſhall ſummon him to appear before them; and upon his Attendance, or Default, examine into the Truth of the Charge, before they ſhall remove him from his Employment.

The Committee ſhall render an Account of all their Tranſactions once a Year to the Commiſſioners for Trade and Plantations, or oftner if p. 556. required; in which ſhall be contained an Account of all the Monies received and diſburſed by them, or by their Order; and alſo all the Orders and Inſtructions given, as well to their Officers and Servants in *Great-Britain*, as on the Coaſts of *Africa*; and all their Anſwers thereto; and all other the Tranſactions of the Committee.

The Committee, out of the Monies they ſhall receive, may deduct annually a Sum not exceeding 800 *l.* for defraying, in the firſt Place, the Salaries of their Clerks and Agents at *London*, *Briſtol*, and *Liverpool*, the Houſe-Rent of their Office in *London*, and all other Charges of Management, Commiſſion, or Agency, in *England*; and the Reſidue of the ſaid Sum ſhall be divided amongſt themſelves, as they ſhall think proper, as a Compenſation for their Trouble and Attendance; and the reſt of the Monies ſhall be applied wholly to the Maintenance and Improvement of the Forts and Settlements on the Coaſt of *Africa*, which ſhall be in the Poſſeſſion of the ſaid Company, and for providing Ammunition and Stores, and Officers and Soldiers to defend the ſame.

The Committee ſhall, within one Month after the Expiration of the Year for which they ſhall be choſen Committee-men, lay before the Curſitor Baron of the *Exchequer*, an Account upon Oath of the Money received by them during the preceding Year, and of the Application thereof; and the Curſitor Baron, within one Month after, ſhall audit and paſs the ſame; and he may examine any of the ſaid Committee, and ſuch other Perſons as he ſhall judge neceſſary, upon Oath, touching any of the Articles or Particulars therein; and the Account ſo audited and paſſed ſhall be a full Diſcharge to the ſaid Committee, without their being compelled to render any other; and the Committee p. 557. ſhall lay before the Parliament every Seſſion, a Copy of the ſaid annual Account, and of all the Orders and Regulations made by them in the preceding Year, relating to the ſaid Forts and Settlements, or the Government of their Officers or Servants employed therein; and Copies of the ſame ſhall be annually laid before a general Meeting of the Members of the ſaid Company, to be held in *London*, *Briſtol*, and *Liverpool*, of which fourteen Days Notice ſhall be previouſly given in the *London Gazette.*

No Officer or other Perſon employed by the Committee at any of their Forts or Settlements, ſhall in any Manner, or on any Pretence, obſtruct any of his Majeſty's Subjects in Trading; and the Forts, Warehouſes, and Buildings, which are or ſhall be erected by the ſaid Company, ſhall at all Times be free and open to all his Majeſty's Subjects, to be uſed as Warehouſes for depoſiting Gunpowder, Gold, Elephants Teeth, Wax, Gums, and Drugs, and no other Goods.

The ſaid Forts, Warehouſes, and Buildings, ſhall, in Caſe of Neceſſity or Danger, be free and open to all his Majeſty's Subjects, for the Safety of their Perſons, and Security of all their Effects.

Any of his Majeſty's Subjects trading to *Africa*, for the Security of their Goods or Slaves, may erect Houſes and Warehouſes under the Protection of the ſaid Forts, or elſewhere, in any other Part of *Africa* within the Limits aforeſaid; and the ſame ſhall be their Property, and not be diſpoſed of or let to any Foreigner whatſoever.

If the Commander or Maſter of any Veſſel trading to *Africa*, ſhall by any indirect Practice whatſoever, take on board or carry away from the Coaſt of

of *Africa* any Negro or Native of the Country, or ſhall commit, or ſuffer any Violence
P. 558. to be committed on the Natives, to the Prejudice of the ſaid Trade, he ſhall forfeit 100*l.* one Moiety thereof to go to the Uſe of the Company towards maintaining the ſaid Forts and Settlements, and the other to the Proſecutor.

The Lords of the Admiralty ſhall give Inſtructions to the Captains of ſuch of his Majeſty's Ships of War as ſhall be ſtationed or ordered to cruize within the Limits aforeſaid, from Time to Time to inſpect and report to them the State and Condition of the ſaid Forts and Settlements; and the Officers of ſuch Forts are required to permit ſuch Inſpection; and Copies of all the ſaid Reports ſhall be laid before the Parliament every Seſſion.

Such Commiſſion Officers of his Majeſty's Navy, as the Lords of the Admiralty ſhall appoint for that Purpoſe, ſhall inſpect and examine the State and Condition of the Forts and Settlements on the Coaſt of *Africa* in the Poſſeſſion of the Royal *African* Company, and of the Number of Soldiers therein; and alſo the State and Condition of the military Stores, Caſtles, Slaves, Canoes, and other Veſſels and Things belonging to the ſaid Company, and neceſſary for the Uſe and Defence of the ſaid Forts and Settlements, and ſhall, with all poſſible Diſpatch, report how they find the ſame to the Lords of the Admiralty; and the ſaid Company, their Officers and Servants, are required to permit ſuch Inſpection and Examination, and to aſſiſt therein; and a Copy of the ſaid Report ſhall be laid before Parliament at the beginning of the next Seſſion.

The Accomptant-General of the
P. 559. Court of *Chancery*, and ſuch two of the other Maſters the ſaid Court as the Lord Chancellor, or Lord Keeper of the Great Seal, ſhall nominate for that Purpoſe, ſhall be Commiſſioners for Examining into the Claims of the Creditors of the Royal *African* Company; and the ſaid Commiſſioners, or two of them, are impowered, according to their Diſcretion, by Examination of the Parties intereſted, or the Teſtimony of Witneſſes upon Oath, or by the Inſpection and Examination of the Books, Deeds, Writings and Accounts of the ſaid Company and their Creditors, to examine into the ſaid Claims, and inquire and ſtate when the ſame were reſpectively incurred, and for what Conſideration they were originally contracted, and upon what Conſideration the Claimants became intitled thereto, together with their Opinion of the Juſtneſs and Reaſonableneſs of ſuch Debts; and for that Purpoſe, the Creditors are to deliver unto ſuch Officers and at ſuch Place within the City of *London* as the ſaid Commiſſioners, or two of them, ſhall appoint, of which Notice ſhall be given in the *London Gazette*, an Account of their reſpective Claims, with a Copy of their Securities for the ſame; and ſuch of the ſaid Creditors as reſide in *Great-Britain* or *Ireland*, ſhall make their Claims on or before the 30th of *Auguſt*, 1750, and ſuch as are reſident on the Coaſt of *Africa*, or elſewhere beyond the Seas, ſhall make their Claims on or before the 30th of *December*, 1750; and the Directors and Officers of the ſaid Company, and all other Perſons whom the Commiſſioners ſhall think fit to examine touching the ſaid Matters, are required to attend the Commiſſioners at the Times and Places they ſhall appoint, and to give the beſt Information they can touching the ſaid Claims; and to produce all Books and Papers in their Cuſtody or Power relating thereto; and the Commiſſioners, or two of them, are authoriſed to adminiſter an Oath for the better Diſcovery of the Truth of the ſaid Facts; and they are to cloſe their Examinations of all the
Claims that ſhall be made by ſuch of P. 560.
the Creditors who reſide in *Great-Britain* or *Ireland*, on or before the 31ſt of *January* 1750, and of ſuch as reſide in *Africa* or other Parts beyond the Seas, on or before the 28th of *February*, 1750; and are to lay the Accounts of their Proceedings before the Parliament with all convenient Speed.

If any Perſon ſummoned ſhall neglect or refuſe to appear and be examined touching the Matters and Things by this Act directed to be enquired into, or ſhall refuſe to anſwer, or ſhall not fully anſwer to the Satisfaction of the Commiſſioners all Queſtions put by them, as well by Word of Mouth as by Interrogatories in Writing, or ſhall refuſe or neglect to produce all Books of Accounts and Papers in his Cuſtody or Power relating to the Premiſſes, any two of the Commiſſioners may commit ſuch Perſon to ſuch Priſon as they ſhall think fit, to remain there without Bail or Mainprize until he ſhall ſubmit in all things aforeſaid; and the Commiſſio-
ners, where any Perſon ſhall be com- P. 561.
mitted for refuſing to anſwer, or for not fully anſwering any ſuch Queſtion, ſhall ſpecify the Queſtion in their Warrant of Commitment.

The Royal *African* Company, &c. are reſtrained for one Year, to be computed from the 17th of *March*, 1749, from aſſigning or diſpoſing of any of their military Stores, Ammunition, Slaves, Canoes, Veſſels, and things neceſſary for the Uſe or Defence of their Forts and Settlements; and all Actions and Suits

Suits for Recovery of any Debt due by, or contracted on behalf of the ſaid Company, ſhall be ſtayed for one Year, to be computed from the ſaid 17th of *March*, 1749.

The Remainder of this Act is about Mr. *David Crichton* then in Cuſtody, and the Charges of obtaining the Act, &c. And another was made in the ſucceeding Seſſion, *viz.* 24 *Geo.* II. for allowing farther Time to the Commiſſioners appointed by and in Purſuance of the preceding Act, to inquire into the Claim of certain Creditors of the Royal *African* Company, &c. *viz.* till the 12th of *January*, 1752.

25 *Geo.* II. p. 773. 774.

This Act recites the two preceding ones, and in Purſuance of them, that a Survey had been taken of all the Forts and Caſtles of the Royal *African* Company on the Coaſt of *Africa*, by Captain *Thomas Pye*, Commander of his Majeſty's Ship *Humber*, and of the Quantity, Number, and Quality of Cannon, and their military Stores, Canoe Men, Caſtle Slaves, Canoes and Veſſels, then at each reſpective Fort belonging to the ſaid Royal *African* Company. And whereas the ſaid Company are willing to ſurrender all and ſingular their Lands, Forts, &c. and all their Eſtate, Property, Intereſts and Effects whatſoever, for ſuch Compenſation and Satisfaction, and to be applied in ſuch Manner as herein after is expreſſed and directed: Be it therefore enacted, that the Royal *African* Company of *England*, from and after the 10th Day of *April*, 1752, ſhall be, and they are hereby abſolutely diveſted of, and from their ſaid Charter, Lands, Forts, Caſtles, &c. and all other their Eſtate, Property, and Effects whatſoever; and that all and every the *Britiſh* Forts, Lands, Caſtles, Settlements and Factories, on the Coaſt of *Africa*, beginning at *Port Sallee*, and extending to the Cape of *Good Hope* incluſive, which were granted to the ſaid Company by the ſaid Charter; or which have been ſince erected or purchaſed by the ſaid Company; and all other the Regions, Countries, &c. lying and being within the aforeſaid Limits, and the Iſlands near adjoining to thoſe Coaſts, and comprehended within the Limits deſcribed by the ſaid Charter, and which now are, or at any Time heretofore have been, in the Poſſeſſion of, or claimed by the ſaid Royal *African* Company of *England*, together with the Cannon, and other military Stores, Canoe Men, &c. at, and belonging to the ſaid Forts, Caſtles, &c. (ſuch Stores as have been made uſe of in the Service of the Forts, and ſuch Canoe Men and Slaves as may have died ſince the taking of the ſaid Survey, only excepted) and alſo all Contracts and Agreements, made by, or for, or on the Behalf of the ſaid Royal *African* Company, with any of the Kings, Princes, or Natives, &c. and all other the Property, Eſtate and Effects whatſoever of the ſaid Royal *African* Company, ſhall, from and after the ſaid 10th Day of *April*, 1752, be veſted in, and the ſame and every of them are, and is hereby fully and abſolutely veſted in the ſaid Corporation, called and known by the Name of *The Company of Merchants trading to Africa*, and their Succeſſors, freed and abſolutely diſcharged of and from all Claims and Demands of the ſaid Royal *African* Company and their Creditors.

P. 775.

P. 776.

Provided always, that the diveſting the ſaid Royal *African* Company of their Charter, and veſting the beforementioned Premiſes in the ſaid Company of Merchants trading to *Africa*, ſhall not extend to give the ſaid Company, or their Committee, any other Right, Privileges, or Powers, than ſuch as are given to the ſaid Company by the afore recited Act of 23 *Geo.* II.

And *Bance* Iſland, in the River *Sierra Leon*, with its Forts and Buildings, appearing to belong to *Alexander Grant*, *John Sargent*, and *Richard Oſwald* of *London*, Merchants, they ſhall continue in the quiet Poſſeſſion of it, and it ſhall be abſolutely veſted in them, their Heirs and Aſſigns; any thing herein, or in any former Acts to the contrary notwithſtanding; though with the *Proviſo*, that it ſhall never be lawful for them to alienate their Right and Intereſt therein to any foreign Perſon.

P. 777.

The new Company of Merchants may, with the Conſent of the Commiſſioners for Trade and Plantations, raiſe and arm, train and muſter, ſuch military Forces as to them ſhall ſeem requiſite and neceſſary, and ſubject them to martial Diſcipline, ſo as the Puniſhment does not extend to the Loſs of Life or Limb.

They may alſo erect Courts of Judicature, for hearing and determining all Cauſes on Account of maritime Bargains, &c. or concerning any Perſon reſiding within the Bounds and Limits aforeſaid.

P. 778.

Provided neverthele ſs, that his Majeſty, his Heirs and Succeſſors, ſhall have full Power, at his or their Will and Pleaſure, from Time to Time, by his or their Sign Manual, to revoke all ſuch Powers which ſhall be given to any Perſons for raiſing, arming and training the military Forces, and all ſuch Rules and Regulations as ſhall be given or eſtabliſhed, and to grant all military Powers on the ſaid *African* Coaſt

and

and eſtabliſh ſuch Rules and Regulations as he or they ſhall from Time to Time think fit; and alſo to revoke and repeal all ſuch Courts of Juſtice as ſhall be erected; and to erect and eſtabliſh ſuch other Courts of Juſtice there, as he or they ſhall from Time to Time think fit.

And be it farther enacted, that all Contracts and Agreements which have been made by the ſaid Royal *African* Company with any of the Kings, &c. on the ſaid Coaſts, and all Deeds, &c. which did belong to the ſaid Company, ſhall, on or before the ſaid 10th Day of *April*, 1752, be delivered over to the ſaid Company of *Merchants trading to Africa*, &c.

P. 779. And for making a full Compenſation and Satiſfaction to the Royal *African* Company for their ſaid Charter, Lands, Forts, Caſtles, &c. *Be it enacted*, that out of all or any the Aids or Supplies granted to his Majeſty in this Seſſion of Parliament, there may, and ſhall be applied and paid, the Sum of one hundred and twelve thouſand one hundred and forty-two Pounds three Shillings and three Pence, without Account, to ſuch Perſons, and in ſuch Proportion, and in ſuch Manner, as is herein after particularly directed and appointed.

That out of the ſaid Sum of 112142*l.* 3*s.* 3*d.* the Commiſſioners of his Majeſty's Treaſury, or any three of them for the Time being, do iſſue and pay the Sum of one thouſand ſix hundred and ninety-five Pounds and three Shillings, to *Richard Edwards* and *Edmund Sawyer*, Eſqrs; two of the Maſters of the High Court of *Chancery*, and *John Waple*, Eſq; one other of the Maſters, and alſo Accomptant-General of the ſaid Court; being the Commiſſioners appointed to examine and ſtate the Claims of the Creditors of the ſaid Royal *African* Company, by the 23d of his preſent Majeſty, for their Trouble, and in Satiſfaction of the Expences of executing the ſaid Commiſſion.

And it is farther enacted, that out of the aforeſaid Sum of 112142*l.* 3*s.* 3*d.* the farther Sum of eighty-four thouſand ſix hundred and fifty-two Pounds twelve Shillings and ſeven Pence, be diſtributed and paid to the ſeveral Creditors mentioned and ſet forth in the ſecond Schedule to this Act annexed, in the reſpective Sums and Proportions therein mentioned, in full Satisfaction of all and every their Demands.

P. 780. That twenty-three thouſand ſix hundred and eighty-eight Pounds fifteen Shillings and five Pence, be paid and divided to and amongſt the Perſons named in the third Schedule to this Act annexed, in the Sums and Proportions therein mentioned, being ſuch of the Proprietors of *African* transferrable Stock as were poſſeſſed of the ſame on the 31ſt Day of *December*, in the Year of our Lord 1748, the ſame being computed to be at, and after the Rate of ten Pounds *per Centum*, on the ſaid Stock, ſo poſſeſſed by them at that Time, in full of all their Right and Title to the ſame or any Part thereof.

That the Sum of two thouſand one hundred and five Pounds twelve Shillings, and three Pence, Reſidue of the ſaid Sum of 112142*l.* 3*s.* 3*d.* be paid and divided to and amongſt the Perſons named in the fourth Schedule to this Act annexed, in the Sums and Proportions therein mentioned, being ſuch of the Proprietors of *African* transferrable Stock as have become poſſeſſed of the ſame ſince the ſaid 31ſt of *December*, 1748, being computed to be at and after the Rate of five Pounds *per Centum*, on the Stock ſo poſſeſſed by them, in full of all their Right and Title to the ſame, or any Part thereof.

And be it farther enacted, that from and after the ſaid 10th of *April*, 1752, the ſaid Royal *African* Company ſhall ceaſe to be a Corporation, and all Claims and Demands againſt it, &c. are hereby declared to be null and void, &c.

And that the ſaid *Richard Edwards*, *Edmund Sawyer*, and *John Waple*, Eſqrs; or ſuch other of the Maſters of the High Court of *Chancery* as may be hereafter appointed, ſhall be conſtituted and appointed Commiſſioners for the making out and delivering Certificates to all the Creditors of the ſaid Royal *African* Company, and the Proprietors of their Stock in the ſaid Schedules particularly mentioned, and for other the Purpoſes in this Act contained, for the Space of two Years, to be computed from the 1ſt of *January*, 1752. P. 781. And the ſaid Commiſſioners, or any two of them, are hereby impowered and required with all convenient Speed, to make out, under their Hands, and to deliver to all and every the Creditors of the ſaid Company, and to the ſeveral Proprietors of *African* transferrable Stock, mentioned in the ſaid ſeveral Schedules, Certificates of what is due, or allowed to them reſpectively as aforeſaid, and to take proper Receipts for the ſame, &c.

And in Caſe of any of the Creditors or Proprietors Death, or becoming Bankrupts, the Certificate ſhall be delivered to their reſpective Executors or Aſſignees.

And be it farther enacted, that all the Creditors of the ſaid Company, and Proprietors of their Stock, on Receipt of the Certificate herein before directed to be P. 782.

made out and delivered, ſhall, upon their Reſpective corporal Oaths, which the ſaid Commiſſioners are hereby authoriſed to adminiſter; produce, and deliver up, to the ſaid Commiſſioners, all and ſingular the Bonds, Bills, *&c.* relating to their reſpective Debts, which at the Time of the Examination of their Claims, or that of receiving the ſaid Certificate, were, or ſhall be, in their Hands, which the ſaid Commiſſioners are hereby impowered and required to cancel and deſtroy; and the Commiſſioners are hereby impowered to ſtop and retain the Certificates of ſuch as ſhall not deliver up the Securities to their Satisfaction, or as they ſhall require.

And that the Creditors and Proprietors, or their Executors or Aſſignees, ſhall attend the ſaid Commiſſioners, on ſuch Days and Times, and at ſuch Place, within the Cities of *London* or *Weſtminſter*, as the ſaid Commiſſioners ſhall appoint in the *London Gazette*.

That the Lord High Treaſurer, or any three or more of the Commiſſioners, are hereby authoriſed and impowered, on Tender to them of the Certificates, to iſſue and pay to the Perſons named in them, the ſeveral Sums therein reſpectively contained. P. 783.

That in Caſe of the Death of any of the Commiſſioners, others ſhall be appointed by the Lord High Chancellor; and the Commiſſioners are hereby required to lay Accounts of their Proceedings before the Parliament.

And it is farther enacted, that the ſaid Company of Merchants trading to *Africa*, and their Succeſſors, are hereby required, with all convenient Speed, to ſell and diſpoſe of all the Goods, Wares, and Merchandiſe of the ſaid Royal *African* Company, which ſhall come to the Hands of the ſaid Company of Merchants or their Agents (the military Stores, Slaves, Canoes, and Veſſels, in the firſt Schedule to this Act annexed, excepted) for the beſt Price that can be got for the ſame; and that the ſaid Company of Merchants do every Seſſion of Parliament, until the whole ſhall be diſpoſed of, lay before both Houſes of Parliament an Account of the Diſpoſition of the ſaid Goods, *&c.*

And that the ſaid Commiſſioners ſhall and may take for each Certificate from the Parties obtaining the ſame, a Sum not exceeding the Rate of two Pounds *per Cent.* upon the Money contained therein, where the Sum ſhall not be more than one hundred Pounds; and a Sum not exceeding one Pound *per Cent.* where the Money contained therein is above one hundred Pounds, and not exceeding one thouſand Pounds; and a Sum not exceeding ten Shillings *per Cent.* where the Money contained therein does exceed one thouſand Pounds; which reſpective Sums, and no more, the ſaid Commiſſioners ſhall and may demand and take, in full Recompence for all Trouble and Expences which they or their Clerks, *&c.* ſhall be at, in the Execution of the Powers thereby given them. P. 784.

And whereas at a general Meeting of the Creditors of the ſaid Royal *African* Company, on the 4th of *March*, 1747, *Robert Myre* and *William Mills*, of *London*, Merchants, and *John Leapidge*, Stationer, with others, were choſen and appointed by the ſaid Creditors, to ſollicite a Satisfaction for the juſt Debts due and owing to them; and as it is reaſonable that all the ſaid Creditors ſhould contribute to the Charges of ſuch Sollicitation, and a proportionable Part of the Expences for obtaining this and the laſt Act; every Creditor of the ſaid Company whoſe Name is expreſſed in the ſecond Schedule, ſhall pay to the ſaid *Robert Myre*, *&c.* or one of them, a Contribution, at, and after the Rate of two Pounds *per Centum*, upon the Sum in the ſaid Schedule expreſſed, to be by them, the ſaid *Robert Myre*, *&c.* applied in Payment of all ſuch Charges and Expences as they have been or ſhall be at, *&c.* and no one of the ſaid Creditors ſhall have a Certificate of, or for, his or her ſaid Debt or Claim from the ſaid Commiſſioners, until he, or ſhe, ſhall produce to them a Note in Writing, under the Hands of the ſaid *Robert Myre*, *&c.* or one of them, expreſſing the Receipt of the ſaid Contribution. P. 785. And the ſaid *Robert Myre*, *&c.* ſhall, on or before the 10th of *May*, 1754, or within three Calendar Months next after all the Contributions aforeſaid ſhall have been paid (if the ſame ſhall be ſooner paid) lay and ſubmit an Account thereof, and of their Payments and Diſburſements, in Writing under their Hands before the ſaid Commiſſioners for their Examination and Allowance; and ſhall diſpoſe of the Ballance then remaining in their Hands (if any) in ſuch Manner as the ſaid Creditors at a general Meeting to be ſummoned for that Purpoſe by Advertiſement in the *London Gazette*, or the major Part in Value of the Creditors, at ſuch Meeting, ſhall reſolve, agree, or direct.

And whereas there is a conſiderable Sum of Money due to *William Newland*, the Sollicitor of the Royal *African* Company, for his Fee, Labour and Diſburſements, in diverſe Sollicitations on their Account in their general Buſineſs ſince the 31ſt of *December*, 1749; and it being juſt and reaſonable that all the Proprietors of the transferrable Stock of the ſaid Company ſhould contribute to a proportionable Part

Part of the Expence for obtaining the laſt and preſent Act, every Proprietor of the ſaid Company, whoſe Names are expreſſed in the third and fourth Schedules to this Act annexed, ſhall pay to *John Vaughan*, *Solomon Aſhley*, and *Bibye Lake*, Eſqrs; Captain *Thomas Collett*, and *Samuel Exell*, Gentleman, or one of them, a Contribution, at, and after the Rate of two Pounds *per Centum*, for and upon the reſpective Sums in the ſaid reſpective Schedules expreſſed to be payable to the Perſons therein mentioned, to be by them the ſaid *John Vaughan*, Eſq; *&c.* applied in Payment of ſuch Sums as are now due to the ſaid *William Newland*, on the Account beforementioned; and a proportionable Part of the Charges of obtaining the ſaid Acts, in ſuch Manner as ſhall be adjudged and directed by the ſaid Commiſſioners in Writing under their reſpective Hands;

P. 786.

and no one of the ſaid Proprietors ſhall have a Certificate for his or her ſaid Share and Proportion from the ſaid Commiſſioners, until he or ſhe ſhall produce to them a Note in Writing under the Hands of the ſaid *John Vaughan*, Eſq; *&c.* or one of them, expreſſing the Receipt of the ſaid Contribution; and the ſaid *John Vaughan*, Eſq; *&c.* ſhall, on or before the 10th of *May*, 1754, or within three Calendar Months next after all the Contributions aforeſaid ſhall have been paid (if the ſame ſhall be ſooner paid) lay an Account thereof, and of their Payments and Diſburſements, in Writing under their Hands, before the ſaid Commiſſioners for their Examination and Allowance, and ſhall diſpoſe of the Ballance then remaining in their Hands (if any) in ſuch Manner as the ſaid Proprietors, at a general Meeting to be ſummoned for that Purpoſe, by an Advertiſement in the *London Gazette*, or the major Part of them in Value, preſent at ſuch Meeting, ſhall direct and appoint.

This Act ſhall be taken and deemed as a public Act, *&c.*

Thus ſunk a Company, in whoſe Aſſociation the greateſt Perſonages were at firſt concerned, and its Eſtabliſhment ſeemed to promiſe a more fortunate Termination than it has met with; a plain Proof of the Uncertainty of human Affairs, and how little Dependance is to be made on the Smiles of Fortune.

Our Exports for this Trade are Cloths, and other Woollens, Muſlins, and ſome other *India* Goods, Spices, Drugs, Tobacco, Sugar, dying Woods, Allum, Paper, Steel, Iron, Lead, Toys, Mercery and Hard Ware, Ivory and Box Combs, Glaſs Beads, *&c.*——And our Returns from thence are, Oſtrich Feathers, Indigo, Gold Duſt, Dates, *Damas* Raiſins Copper, Wax, Wool, Goat Skins, Coral, bitter Almonds, *&c.* In which Deſcription I include the Particulars of that ſmall Branch of Trade we carry on from hence, with *Sallee*, *Tunis*, *Tripoli*, and *Algiers*.

I ſhall in the next Place give ſome Account of the Original of our Trade to *India*, and the firſt Inſtitution of a Company for carrying it on, whoſe Affluence may confirm the preceding Remark on the Royal *African*, that Succeſs is not always to be expected as an infallible Conſequence of the beſt projected Scheme and Induſtry; but that the ſame Steps, which lead ſome to Proſperity, conduct others to a contrary Fortune, by Accidents that intervene, and are not to be guarded againſt; otherwiſe the *African* Aſſociation might ſtill have flouriſhed, and vied in Opulency with that I am now going to treat of.

Of the Trade between Great-Britain *and* Aſia, *more eſpecially that carried on by our* Eaſt-India *Company.*

OUR Knowledge of the *Eaſt-Indies* was early, and is very reaſonably ſuppoſed to be derived to us from the *Romans* during their Settlement among us, though it is not ſaid that any Commerce was attempted with thoſe Parts till the celebrated *Alfred* (who ſo glorioſly filled the *Britiſh* Throne) ſent, in 883, a favourite Eccleſiaſtic, one *Sighelmus*, with Alms for the poor diſtreſſed Chriſtians of *St. Thomas* and *St. Bartholomew* in the *Indies*; this we learn from the *Saxon* Annals, and though an extraordinary Event, they alone would put it paſt Doubt, had we not the Confirmation of it from *William* of *Malmſbury*, who writes, that the ſaid *Sighelmus* left in the Treaſury of *Sherburn* Church in *Dorſetſhire* (of which on his Return he was made Biſhop) ſome Jewels and Spices that he had brought with him from *Aſia*.

This Voyage however was not ſoon repeated by any other, and it was ſtill later before any Trade was ſettled from hence, the *Venetians*, as I have already mentioned in this Work, having ſupplied us always with the *Aſiatick* Commodities, till the Eyes of our Merchants were opened to the Advantages which a direct Trade would produce; they ſollicited the Protection of the Throne to their infant Engagements, and after ſtruggling with many Difficulties and Oppoſitions from jarring Intereſts, have at laſt happily brought the Company trading there, to be at leaſt ſecond, if not ranked as a firſt, amongſt the moſt opulent Aſſociations in the World.

It is ſaid, that in the Year 1527, one Mr. *Robert Thorne* of *London*, then ſettled at *Seville* in *Spain*, was

the firſt that ever recommended the eſtabliſhing an *Eaſt-India* Trade from *England*, and added ſuch ſtrong Reaſons to his Propoſals (which both Books and Experience had furniſhed him with) as would have been more than ſufficient in this enlightened Age, to have rendered his Schemes ſucceſsful; but in that Dawn of commercial Knowledge, People were timorous of engaging in ſuch a bold Undertaking as this then appeared to be, and conſequently the Aims of this judicious Gentleman, for his Country's Proſperity, were rendered abortive by the Puſillanimity of thoſe they were addreſſed to. And though many *Engliſh* Ships, and more *Engliſhmen* (in foreign Bottoms) were ſucceſſively going there, and by their Accounts made appear how eaſy an Eſtabliſhment of Factories, *&c.* would be to their Countrymen in thoſe Parts, nothing was done in it till Queen *Elizabeth*'s Reign, when ſeveral great Men and eminent Merchants began to entertain a Deſign of eſtabliſhing ſuch a Commerce. And in order to do it the more ſecurely, they ſollicited her Majeſty for an excluſive Charter, which ſhe accordingly granted them on the 31ſt of *December* 1600, in the 43d Year of her Reign; thereby conſtituting them a Body Corporate, by the Stile of, *The Governor and Company of the Merchants of* London, *trading to the* Eaſt-Indies, with a common Seal, and to be managed by a Governor and twenty Directors, yearly to be choſen, on the 1ſt of *July*, or within ſix Days after. She likewiſe granted them the Privilege of making By-Laws, allowed them to export Goods Cuſtom free for four Years, with a Permiſſion alſo to carry out thirty thouſand Pounds (every Voyage) of foreign Coin, provided they brought an equal Sum of ſimilar Species into theſe Kingdoms by their Trade.

This Charter was for fifteen Years, and her Majeſty engaged to grant no other during that Term; but this Ceſſion was with the *Proviſo*, that if within the ſaid Space this Charter ſhould appear to be in any Reſpect detrimental to the Public, it ſhould, upon two Years Warning, under the Privy Seal, become void; but if Experience ſhould evince the contrary, and this new Corporation appear to be a public Benefit, then ſhe promiſes to renew their Charter, with ſuch additional and favourable Clauſes, as ſhould be requiſite to promote the Advantage of the Company and the Kingdom.

In Conſequence of this Charter, the Company loſt no Time in raiſing a joint Stock for promoting their Deſign of carrying their Project immediately into Execution; in which they were ſo ſucceſsful, as ſoon to find themſelves Maſters of 72 thouſand Pounds (no ſmall Sum at that Time) with which they determined to commence their Trade, and gave beginning to it by fitting out five able Ships for the firſt Voyage; of which Squadron the *Dragon* (of ſix hundred Tons) was Admiral, the *Hector* (of three hundred Tons) Vice Admiral, the *Suſannah* and *Aſcenſion*, of two hundred Tons each, and the *Gueſt*, a Store Ship, of an hundred and thirty Tons Burthen; the whole Complement of Men was four hundred and twenty; the Expence of equipping them, forty-five thouſand Pounds; and the remaining twenty-ſeven thouſand Pounds of their Caſh was expended in the Purchaſe of their Cargoes.

They ſailed from *Torbay* on the 2d of *May*, 1601, and continued their Voyage to *India*, without any remarkable Accident; and the Admiral (Captain *James Lancaſter)* there made a Treaty with the King of *Achen*, ſent a Pinnace to the *Moluccas*, and ſettled a Factory in the Iſland of *Java*, after which he returned here in Safety, and brought good Profit with him.

The Death of Queen *Elizabeth* ſoon after made way for King *James*'s Acceſſion to the Throne, in whom this Company found a Powerful Protector, not only by his countenancing their Proceedings, but by affording them all the Aſſiſtance they could deſire, which, together with the Advantages reſulting from the firſt Voyage, animated them to freſh Engagements; and they fitted out a ſecond Squadron of four Ships, under the Command of Sir *Henry Middleton*, which proceeded in 1604 for the *Moluccas* and *Java*, where they were well received by all the *Indian* Princes, though their Treatment from the *Dutch* was very indifferent, and ſuch as, had they retained any Gratitude, muſt have made them rather careſs than ill uſe their *quondam* Preſervers; but jealous of a Rival in this beneficial Trade, they loſt all Remembrance of their Obligations, and opprobriouſly traduced the *Engliſh* to the Natives, by miſrepreſenting them, as a cruel, unjuſt, and ambitious People, whoſe Intentions were not to trade fairly with them, but to ſeize their Country, and forcibly take from them what they liked; however, this inſidious Behaviour had not all the Effect our *Batavian* Neighbours intended, as the King of *Ternate* expreſt a Regard for our Countrymen in his Letter to King *James*, notwithſtanding the *Dutch* (as he therein informs his *Britiſh* Majeſty) had uſed their utmoſt Endeavours to alienate his Eſteem, and deſtroy the good Opinion which both he and his Subjects had entertained for the *Engliſh*, ever ſince Sir *Francis Drake* had viſited their Iſland.

In 1607 the Company undertook a third Voyage with three Ships only, which they ſucceſsfully performed, eſpecially in the *Moluccas*; and though the

Dutch

Dutch repeated their ill Uſage, yet they could not hinder theſe Ships from procuring a valuable Cargo of Spice, which they brought ſafely to the *Downs*, *May* 10, 1610, with this remarkable Inſtance of Providence, that in this whole Voyage, out and home, they had not loſt a ſingle Man. In this Squadron Captain *William Hawkins* embarked, to whom was given the Title of the King's Embaſſador to the *Great Mogul*, by whom he was very kindly received, and had the good Fortune by his prudent Addreſs and Management, to ſettle a friendly Correſpondence between the two Courts.

His Majeſty King *James*, in the Month of *May*, 1609, was pleaſed to enlarge the Company's Charter in the Manner they had requeſted; and not only ſo, but he made it perpetual, which gave them ſuch freſh Spirits, that they built a Ship of one thouſand two hundred Tons Burthen; which I mention, as this was the firſt marine Conſtruction of any large Dimenſions in *England*; it having been cuſtomary till then, to build or purchaſe all great Ships from the *Hanſe* Towns; and being ſo extraordinary a thing, the King, Prince of *Wales*, and moſt of the chief Nobility, went down to *Deptford*, to dine aboard her, and were entertained all in China.

I might here enter into a Detail of the Company's Progreſſion in their Trade, Settlements, and Conteſts with the *Dutch* and *Portugueſe*, till I brought my Reader to that unparallelled Scene of Barbarity perpetrated by the former at *Amboyna*; but my propoſed Limits in this Work ſhortens apace, ſo that I muſt paſs over the Company's Affairs during the Remainder of King *James* and King *Charles* the firſt's Reign, as the Troubles of thoſe Times produced but very little of conſequence in them; and though under the Uſurper their Trade was on the Recovery, as eight hundred thouſand Pounds were ſubſcribed towards carrying it on, yet before any great Progreſs could be made in a Diſpoſition to employ this Fund, the Government underwent a happy Change, and the Conſtitution was reſtored, with King *Charles* II. to his Kingdoms.

It was one of the earlieſt of his Majeſty's Acts, to revive and ſettle the Trade of the *Eaſt-India* Company, which he effected by granting them a new Charter, dated the 3d of *April*, 1661, confirming thereby not only their former Privileges, but making conſiderable Additions to them; he enlarged the Quantity of Bullion they before had Liberty to export each Voyage to 50,000*l.* though with the former *Proviſo*, that their Trade ſhould introduce an Equivalent, in that or foreign Specie; their excluſive Trade was confirmed, and he gave them a Power to licenſe others to traffic in the *Indies*; but this Charter ſtill retained the Condition of the firſt, that it ſhould be vacated upon three Years Notice, if it was found to be detrimental to the Nation.

His Majeſty, in his Marriage Treaty with the Infanta of *Portugal*, had it ſtipulated, that the Iſland of *Bombay* ſhould be ceded him as a Part of her Portion, and after his having built a Fort there, he made it over to the Company in Fee-Tail, who have remained Maſters of it ever ſince; beſides which Favour, he granted them two new Charters in the 28th and 35th Years of his Reign. But they having been put to great Expences, by the Intrigues and Violence of the *Dutch* in the latter Part of it; and this cunning People having found a Means to ſoften that Prince's Reſentments, the Company's Trade languiſhed till King *James* II's Acceſſion to the Throne, who proved a powerful Protector, and granted them greater Privileges than they knew how rightly or advantageouſly to uſe, otherwiſe they might have increaſed their Commerce, as they were now placed on ſo good a Footing both at home and abroad; but this proſperous Condition was reſerved as a Reward for a more prudent ſet of People afterwards.

King *William* and Queen *Mary* granted a new Charter to the Company, dated the 7th of *October* 1693, wherein their former Charters were confirmed; and another of Regulations was granted by their Majeſties on the 11th of *November* following; by which new Grants they were enabled to take in a freſh Subſcription for ſeven hundred and forty-four thouſand Pounds, and tied down to make public Sales by Inch of Candle; to export yearly of the Manufactures of this Kingdom, to the Value of one hundred thouſand Pounds; and annually to furniſh the Crown with five hundred Tons of the beſt Salt-Petre at the Rate of thirty-eight Pounds ten Shillings *per* Ton in Time of Peace, and at forty-five Pounds *per* Ton in Time of War: They were alſo directed to make no Dividend on their Stock but in Money only. This Charter was to continue in Force for twenty-one Years, provided the Governor and Company complied exactly with the Rules therein preſcribed, and likewiſe with ſuch other Orders, Directions, Additions, Qualifications, and Reſtrictions, as their Majeſties, by and with the Advice of their Privy Council, ſhould think fit to appoint, on or before the 29th of *September*, 1694, otherwiſe all their Power and Privileges might be determined and taken away by Letters of Revocation.

And in Purſuance of this *Proviſo*, another Charter of Regulations was granted to the ſaid Company under the Great Seal of *England*, on the 28th of *September*

tember 1694, in the 6th Year of their Majeſties Reign; preſcribing, among other Things, that in the Month of *Auguſt*, yearly, the Governor and Company ſhould preſent to the Privy-Council, a true Account fairly written, under the Governor or Deputy-Governor's Hand, of the Nature, Quantity, Value, and prime Coſt of the Manufactures of this Country by them exported, and from what Place; and this upon the Oaths of the proper Officers and Servants of the Company. And it was farther ordered, that none of theſe Goods ſhould be again landed in *England*, or carried elſewhere, than within the Limits of the Company's Charter. It was likewiſe directed, that on the Application in Writing, of any ſix, or more, of the Proprietors, poſſeſſing each one thouſand Pounds Capital Stock, demanding a general Court of the ſaid Company to be called, the Governor or Deputy-Governor ſhould be obliged within eight Days to call ſuch Court; and that it ſhould not be adjourned, but by the Conſent of the Majority of the Proprietors then aſſembled: And the Company were required to ſignify their Acceptance of, and Submiſſion to theſe and other Reſtrictions, under Penalty of its being diſſolved.

But though theſe Charters and Regulations ſeemed fully to confirm, at the ſame time that they enlarged the Company's Privilege and Power, yet they proved but a Prelude to the Diſſolution of both; as their Rights were conteſted by a Set of Interlopers, under a Pretence that the Crown could not grant an excluſive Charter. And the Government's Wants inclining the Miniſtry to liſten to the Offers of a Loan from other Hands, though on Terms they ought to have rejected, haſtened the Deſtruction of an Aſſociation ſeemingly ſo firmly eſtabliſhed, to the Ruin of many thouſands, who had embarked in it, under the Sanction of the Crown: For this new Set of People, who were willing to advance their Money, though intimidated from doing it without a better Surety than what had hitherto been eſteemed, I mean the King's Prerogative, at laſt agreed with the Miniſtry to lend them two Millions under a Parliamentary Security (at an Intereſt of 8 *per Cent.*) and an Act to incorporate them, which paſſed in 1698; ſo that hereby two Companies trading to the *Eaſt-Indies* were eſtabliſhed, and ſubſiſted at the ſame Time.

9 and 10 *W.* III. cap 44. S. 46. and *ſeq.*

This Act was not obtained, however, without a ſtrong Oppoſition from the old Company, who followed the Bill into the Houſe of Lords; but had the Mortification to ſee it paſs, under the Suppoſition of its being for the Public's Advantage. And this Occurrence reduced them to the Neceſſity of endeavouring an Accommodation with their new Rivals, which being for the common Benefit of both, was ſettled under ſeveral Articles; and amongſt them, that a joint Trade ſhould be, for ſeven Years, carried on, though with different Stocks and ſeparate Servants, who ſometimes acted jointly, and at others governed alternately, under the Direction of their own Maſters. But this double-headed Government being found inconvenient, and the ſeven Years ſpun out, it was mutually agreed by the two Companies, to form themſelves into one, which they accordingly did in 1705, though they could not bring their Factors at all Places into the ſame Union till three or four Years after, nor carry on their Buſineſs with the Advantages they had Reaſon to hope, unaſſiſted by the Miniſtry, whoſe Attention was now ſolely engroſſed by the foreign Wars we were then engaged in, and the Company left to take care of itſelf, by finding out ſome Means to obtain ſuch favourable Regulations, as might effectually remedy the Inconveniencies that had reſulted from the uniting two Companies, before ſo differing in their Intereſts. And in order to obtain ſuch a Law as was requiſite for this Purpoſe, they tempted the Government by a tendered Loan of a Million and two hundred thouſand Pounds, *extra* of what was before lent, to grant them ſuch Parliamentary Aſſiſtance towards carrying on their Trade, as they required, and which incorporated them under the Title of, *The united Company of Merchants of* England, *trading to the* Eaſt-Indies. It likewiſe enacted, that this Company ſhall pay into the *Exchequer* 1,200,000*l.*

6 *Ann.* cap. 17. S. 1.

That they may borrow by their common Seal on their united Stock, ſo as the principal Money owing do not exceed 1,500,000*l.* above what might lawfully have been borrowed before this Act. S. 2.

In Caſe the general Court of the ſaid *Engliſh* Company ſhall think fit, they may call in Monies from their Adventurers, towards raiſing the ſaid 1,200,000*l*, or the repaying the Money borrowed to that Purpoſe; and in Caſe any Member ſhall neglect to pay his Share of the Monies called in, or which the ſaid Companies, in purſuance of 9 *W.* III. cap. 44. or their Charters, ſhall call in for carrying on their Trade (by Notice fixed on the *Royal Exchange, London*) the Companies may ſtop the Dividends payable to ſuch Member, and apply the ſame towards ſuch Payment; and alſo ſtop the Transfers of the Shares of ſuch Defaulter, and charge him with Intereſt at 6 *per Cent.* for the Monies neglected S. 3.

gleſted to be paid; and if the Principal and Intereſt be not paid in three Months, the Company may ſell ſo much of the Stock of the Defaulter as will pay the ſame.

S. 4. The ſaid 1,200,000*l.* ſhall be deemed an Addition to the Stock of the *Engliſh* Company and be Tax free.

S. 5. The united Stock of the ſaid *Engliſh* Company ſhall be ſubject to the Debts contracted by the ſaid Company.

S. 6. The *Proviſo* in 9 *W.* III. cap. 44. and in the Charters of the ſaid Company for Reduction upon three Years Notice, upon Repayment of the 2,000,000*l.* paid in, and the Arrears of the Payments at 8 *per Cent.* is repealed.

S. 7. Perſons intitled to 7200*l.* Part of the 2000000, who have not united their Stock to the Corporation's, and who carry on a Trade for their ſeparate Uſe, may hold their Proportion of the Annuity, as if this Act had not been made. But the *Engliſh* Company may affix Notice on the *Royal Exchange*, of their Intention to repay 7200*l.* at the End of three Years; and in Caſe the Company pay the ſame, and the Annuities at 8 *per Cent.* for the ſame, then the ſaid Stock of 7200*l.* and Trade, ſhall be veſted in the Company.

Beſides the above Particulars, many others were enacted, concerning their Stock and Payment of Cuſtoms, &c. by the Acts already mentioned, and ſeveral ſucceeding ones; and as it was found in the Beginning of King *George* the firſt's Reign, that ſeveral Attempts had been made to diſcover the Secrets of the Company's Trade, for the Information and Advantage of Foreigners, a Law was obtained to prevent and remedy this miſchievous Intent, and alſo to deſtroy the interloping Trade, by inflicting the ſubſequent Puniſhments on the Infringers or Violaters of it.

5 *Geo.* I. c. 21.

S. 1. If any of his Majeſty's Subjects ſhall repair to, or be in, the *Eaſt-Indies*, or ſuch Places of *Aſia*, *Africa*, and *America*, beyond the Cape of *Bona Eſperanza*, to the Streights of *Magellan*, where any Trade of Merchandiſe may be had, contrary to the Laws in being, every Perſon ſo offending, ſhall be liable to ſuch Puniſhment as by any Law in being may be inflicted for ſuch Offence.

S. 2. It ſhall be lawful for the united Company of Merchants of *England* trading to the *Eaſt-Indies* and their Succeſſors, to arreſt ſuch Perſons within the Limits aforeſaid, and ſend them to *England* to anſwer for their ſaid Offence.

Every Perſon who ſhall ſollicit for, obtain, or act under any Commiſſion from any foreign State, to ſail, or trade to the *Eaſt-Indies*, &c. ſhall forfeit 500*l.*

7 *Geo.* I. c. 21. S. 1.

If any of his Majeſty's Subjects ſhall repair or trade to the *Eaſt-Indies*, or Places beyond the Cape of *Good-Hope*, mentioned in former Acts, contrary to any Law in being, it ſhall be lawful for the Attorney General, or for the united Company trading to the *Eaſt-Indies*, within ſix Years, to file in any of the Courts at *Weſtminſter*, Informations againſt ſuch Offenders. And if found guilty, the Court ſhall give Judgment againſt him, by Fine and Impriſonment, as it ſhall think fit, and award the Proſecutor Coſts; but if the Defendant is acquitted, the Company ſhall pay him Coſts.

S. 2. All Contracts made by any of his Majeſty's Subjects, or in Truſt for them, on the Loan of Monies by way of Bottomry, on any Ship in the Service of Foreigners, and bound to the *Eaſt-Indies*, &c. and all Contracts for ſupplying any ſuch Ship with Goods or Proviſions, and all Copartnerſhips relating to any ſuch Voyage, and Agreements for the Wages of Perſons ſerving on board any ſuch Ships, ſhall be void.

S. 3. Every Subject of his Majeſty who ſhall go to the *Eaſt-Indies*, &c. contrary to the Laws in being, ſhall be deemed to have traded there; and all the Goods there purchaſed by any ſuch Offender, or found in his Cuſtody, or in the Cuſtody of any other in Truſt for him by his Order, ſhall be forfeited, and double the Value.

S. 4. All Goods ſhipped on board any Ship bound for the *Eaſt-Indies*, &c. (except Goods of the Company, or ſuch as are licenſed by them, and the Stores for ſuch Ship) and all Goods taken out of ſuch Ship in her Voyage homeward before her Arrival, ſhall be forfeited, and double the Value; and the Maſter, or other Officer, knowingly permitting ſuch Goods to be ſhipped, or taken out of ſuch Ship, ſhall forfeit for every Offence 1000*l.* and ſhall not be intitled to any Wages; nor ſhall the Company be obliged to pay any Wages to ſuch Maſter, &c. but ſhall have an Allowance in reſpect thereof, out of the Monies payable on account of the Ship.

S. 5. It ſhall be lawful for the Attorney General, at the Relation of the Company, or by his own Authority, to exhibit Bills of Complaint in the *Exchequer* againſt any Perſons trading to or from the *Eaſt-Indies*, &c. contrary to Law, for Diſcovery of ſuch their Trading, &c.

&c. and for Recovery of the Duties and Damages herein mentioned; waving in ſuch Bill all Penalties for the Matters in ſuch Bill contained; and ſuch Perſons ſhall pay to his Majeſty the Cuſtoms of the Goods ariſing by the ſaid unlawful Trade, and ſhall anſwer to the Company 30*l. per Cent.* according to the Value thereof in *England*; and if ſuch Offenders pay the Cuſtoms into his Majeſty's *Exchequer*, and Damages to the Company, they ſhall not be proſecuted on any other Law for the ſame Offence: And if ſuch Bills (if exhibited at the Relation of the Company) be diſmiſſed, the Company ſhall pay full Coſts; and if a Decree be obtained againſt the Defendants, they ſhall pay Coſts to his Majeſty and the Relator, *&c.*

9 *Geo.*I. c. 26. S. 1. If any Subject of his Majeſty ſhall contribute to, or encourage the eſtabliſhing or carrying on any foreign Company trading to the *Eaſt-Indies*, and other Places beyond the Cape of *Good-Hope*, deſcribed in former Acts, or ſhall be intereſted in the Stock or Actions of ſuch foreign Company, every Perſon ſo offending ſhall forfeit his Share in the Stock of any ſuch Company, together with treble the Value thereof, *&c.*

S. 4. If any Subject of his Majeſty ſhall have accepted of any Truſt, or ſhall know of any Intereſt which any of his Majeſty's Subjects ſhall have in any ſuch foreign Company, and ſhall not within ſix Months diſcover the ſame in Writing to the united Company, or their Court of Directors, he ſhall forfeit treble the Value of the Intereſt, *&c.*

S. 5. Every Perſon, who within the Time above limited ſhall voluntarily come to the Court of Directors, and make a Diſcovery in Writing, of the Intereſt of any of his Majeſty's Subjects in the Stock of ſuch foreign Company ſhall have one half of the clear Amount of the Forfeitures ariſing by this Act out of the Eſtate of the Perſons ſo intereſted, *&c.*

S. 6. If any of his Majeſty's Subjects (other than ſuch as are lawfully authorized) ſhall go to, or be found in the *Eaſt-Indies*, the Perſons ſo offending are declared to be guilty of a high Crime and Miſdemeanour, and may be proſecuted in any Court of *Weſtminſter*; and being convicted, ſhall be liable to ſuch corporal Puniſhment, Impriſonment, or Fine, as the Court ſhall think fit, *&c.*

S. 7. Perſons ſo offending may be ſeized and brought to *England*, and any Juſtice of Peace may commit them to the next County Gaol, till Security be given by natural born Subjects, to appear in the Court where ſuch Proſecutions ſhall be commenced, and not to depart out of Court, or out of the Kingdom, without Leave of the ſaid Court.

The following Acts principally regard the Company's Stock, with which I ſhall finiſh the Subject of their Eſtabliſhments and Polity, and then proceed to ſay ſomething of their Trade.

3 *Geo.* II. c. 14. S. 4. The Annuity of 160000 *l.* ſhall be reduced to 128000 *l.* in reſpect of the Capital Stock of 3200000 *l.* which reduced Annuity ſhall be charged on the ſame Revenues as their preſent Annuity, *&c.*

S. 5. On one Year's Notice to be given by Parliament after the 25th of *March*, 1736, and on Repayment of the Capital Stock of 3200000*l.* and of all Arrears of their reduced Annuity, their ſaid Annuity ſhall ceaſe.

S. 6. Upon one Year's Notice, after the 25th of *March* 1736, to be given by Parliament, on Repayment to the Company of any Sum not leſs than 500000 *l.* in Part of the Capital Stock, and on Payment of all Arrears, due on their reduced Annuity; ſo much of the ſaid Annuity, as ſhall bear Proportion to the Monies paid in Part, ſhall ceaſe.

S. 7. Notwithſtanding ſuch Redemption, the united Company ſhall continue a Body Corporate, by the Name of *The united Company of Merchants of* England *trading to the* Eaſt-Indies, and enjoy all Privileges which by former Acts or Charters founded thereon, the Company might enjoy.

S. 8. After Redemption of the ſaid yearly Fund, or one Moiety thereof, the Company may, by By-Laws to be made in their general Courts, declare what Share in the remaining Stock, *&c.* ſhall qualify Members to be Directors, or to give Votes in any general Court.

S. 9. Notwithſtanding ſuch Redemption, the Company ſhall, ſubject to the *Proviſo* of Determination herein contained, enjoy the ſole Trade to the *Eaſt-Indies*, and all Places between the Cape of *Good-Hope* and the Streights of *Magellan*; and if any Subjects other than the Factors, *&c.* of the Company, ſhall ſail, or adventure to the *Eaſt-Indies*, *&c.* every ſuch Offender ſhall incur the Loſs of all Ships employed in ſuch Trade, *&c.* with the Guns and Furniture, and the Goods laden thereon, and double the Value thereof, *&c.*

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S. 10. The ſaid Company ſhall have all Powers, by any Acts or Charters granted to the Company, not altered by this Act, diſcharged from all Proviſoes of Redemption therein contained, for ſecuring to them the ſole Trade to the *Eaſt-Indies*, and for ſecuring their Effects, and governing their Affairs.

S. 11. Provided that upon three Years Notice to be given by Parliament, after the 25th of *March*, 1766, and Repayment of the Capital Stock of 3200000 *l.* And all Arrears of Annuity payable in reſpect thereof, the Right of the Compay to the ſole Trade to the *Eaſt-Indies*, &c. ſhall ceaſe.

S. 12. Nothing in the above *Proviſo*, or in the Charter of the 5th *Sept.* 10 *Will.* III. ſhall extend to determine the Corporation of the united Company, or to exclude them from carrying on a free Trade to the *Eaſt-Indies*, &c. with their Joint Stock, &c. in common with other Subjects of his Majeſty.

S. 13. Any Notice in Writing, ſignified by the Speaker of the Houſe of Commons, ſhall be deemed proper Notice by Parliament to the Company.

S. 14. The united Company are reſtrained from purchaſing Hereditaments in *Great-Britain*, exceeding in the whole the yearly Value of 10000 *l.*

S. 15. Nothing in this Act ſhall prejudice ſuch Trade or Navigation within the the ſaid Limits, as the *South-Sea* Company are entitled unto.

S. 16. Nothing herein ſhall ſubject the Governor and Company of the Merchants of *England*, trading to the *Levant* Seas, to any Penalties in reſpect of their trading into thoſe Seas.

3 *Geo.* II. c. 20. S. 22. The reduced Annuity of 128000 *l.* ſhall be transferred from the Duties now charged, and be charged upon the *aggregate Fund*, to be paid to the united Company, &c.

17 *Geo.* II. p. 363. Whereas the ſaid united Company of Merchants trading to the *Eaſt-Indies*, are willing to advance towards the Supply granted for the Service of the Year 1744, a Million Sterling, for the Purchaſe of an Annuity of 30,000 *l.* well ſecured to the ſaid Company, and repayable on the ſaid Terms with the Company's preſent Capital, with an Addition of fourteen Years to their preſent Term, which will, with ſuch Addition, extend to *Lady-Day* 1780, beſides the three Years allowed them after the Expiration of their preſent Term, for bringing home and diſpoſing of their Effects, and other Purpoſes; with Power to the Company to iſſue out Bonds from time to time, for any Part, or the whole Amount the ſaid Million Sterling, and on ſuch other Conditions, &c. as are herein after made; *It is therefore enacted*, that the ſaid united Company of Merchants of *England*, trading to the *Eaſt-Indies*, in purſuance of their before recited Agreement, ſhall advance into the *Exchequer*, for his Majeſty's Uſe, the full Sum of one Million, on or before the 29th of *September*, 1744, &c.

And to encourage the Company to advance the ſaid Million, &c. it is hereby enacted, that the Proviſoes contained in the 3d of *Geo.* II. and all other Proviſoes contained in any other Acts for determining the Annuity of the Company, and their Right to the excluſive Trade to the *Eaſt-Indies*, and Parts aforeſaid, upon the reſpective Notices and Payments in the ſame Acts mentioned, are hereby repealed and made void; and the ſaid Company ſhall for ever enjoy, not only their preſent entire Annuity of 128,000*l.* out of the Revenue charged therewith, but alſo after the ſaid 29th of *September*, 1744, they ſhall enjoy a farther Annuity of 30,000*l.* computed after the Rate of 3 *per Cent. per Ann.* &c. p. 365.

The *Eaſt-India* Company under their common Seal may borrow Money equivalent to the Million raiſed for his Majeſty's Uſe, over and above the Money which might lawfully be borrowed thereon before the making of this Act. p. 366, 367.

At any Time, on a Year's Notice to be given by Parliament, after the 25th of *March*, 1745, on the Expiration of the ſaid Year, and on Repayment of the 3,200,000*l.* formerly advanced, and of the 1,000,000*l.* now to be advanced, without any Deduction, and on Payment of all Arrears of the ſaid Annuities of 128,000*l.* and 30,000*l.* then the ſaid Annuities ſhall ceaſe. p. 368.

On a Year's Notice, at any Time after the ſaid 25th of *March*, 1745, to be given by Parliament on the Expiration of the ſaid Year, and on Repayment of any Sum not leſs than 500,000*l.* in Part of the ſaid Debt of 4,200,000*l.* and on Payment of all Arrears, &c. then ſo much of the ſaid Annuities as ſhall bear Proportion to the ſeveral Sums paid in Part, ſhall from time to time, as ſuch Payments are made, ſink and be abated, till the whole Annuities ſhall be entirely ſunk and determined. p. 369.

Notwithſtanding ſuch Redemption of the Annuities of 128,000*l.* and 32,000*l.* the ſaid Company ſhall (ſubject to the Proviſo of Determination herein after contained) enjoy an excluſive Traffic to and from the *Eaſt-Indies*, and all Places between the Cape of *Good-Hope* and Streights of *Magellan*, and Limits preſcribed in the Act of 9 *Will.* III. *&c.* in as ample a Manner as the ſaid Company could thereby or otherwiſe lawfully trade thereto; and the ſaid *Eaſt-Indies*, or Places within the Limits aforeſaid, ſhall not be reſorted to by any other Subjects, before the excluſive Trade of the *India* Company is determined; and
p. 370. if any other his Majeſty's Subjects ſhall preſume to trade thither during the Continuance of the excluſive Trade of the *India* Company, they ſhall forfeit their Ships, with their Guns and Furniture belonging, with all their Lading, and double the Value, *&c.*

The ſaid *India* Company ſhall hereafter for ever (ſubject as aforeſaid) enjoy all the Profits and Powers as by any former Acts of Parliament or Charters founded thereon, are enacted and eſta-
p. 371. bliſhed concerning them, under any particular Denomination, and not altered by this Act; and the ſame are hereby confirmed, and ſhall continue to be enjoyed and practiſed by the ſaid Company, for the better ſecuring to them the ſole and excluſive Trade to the *Eaſt-Indies*, *&c.* and for preventing all other his Majeſty's Subjects trading thither, and for ſecuring their Effects and governing their Affairs in all Reſpects, as effectually as if the ſame Things were ſeverally repeated in the Body of this Act; ſubject nevertheleſs to ſuch Reſtrictions and Covenants, as are contained in the ſaid Acts and Letters Patent now in Force, and not hereby altered; and to the Proviſo following, *viz.*

Provided, that on three Years Notice to be given by Parliament, after *March* 25, 1780, and Repayment of the Capital Stock of 4,200,000*l.*
p. 372. and all Arrears of Annuity in Reſpect thereof, the Company's Right to the ſole and excluſive Trade to the *Eaſt-Indies* and Parts aforeſaid, ſhall ceaſe and determine, *&c.*

The Intereſt was afterwards reduced to 3½ and 3 *per Cent.* by 23 *Geo.* II. when the Annuities payable to the Bank, *South-Sea* Company, *&c.* were put on the ſame Footing. And the preceding Acts in the Company's Favour have had ſo good an Influence on their Affairs, as to raiſe them from a very drooping to a flouriſhing Condition, and place them on a Level with, if not raiſed them to a Proſperity above, *that* of our envious Neighbours.

The Company's Settlements and Places they trade to in *Perſia* and *India* are many, as *Gombroon*, where a Factory was eſtabliſhed about the Year 1613, which continued to govern the whole Trade (in reſpect of the Company) in *Perſia*, till the Diſorders in that Country obliged the Factors to decamp, to the no ſmall Detriment of the Company's Trade, who carried on a very great one to this Port.

Mocha, ſituated at the Entrance of the *Red Sea*, is a Place where the *Engliſh* are well received, and carry on a very conſiderable Commerce in Coffee, *&c.* as they do in all the adjacent Ports of *Arabia*, though with the Riſque of being ſometimes oppreſſed by the unjuſt Proceedings of the reigning Princes, and expoſed to the Piratical Depredations of thoſe Parts.

Our Factories, Forts, and Settlements, on the *Indian* Coaſt, are at *Baroach*, *Swalley*, *Surat* (though now reported that it is taken from us) *Bombay*, *Dabul*, *Carwar*, *Tillechery*, *Anjengo*, *Fort St. David*, and *Conymere*, all along the Coaſt of *Malabar*; and turning up to thoſe of *Coromandel*, we meet with *Fort St. George*, the principal of our *Indian* Poſſeſſions.

The *Engliſh* formerly had a Settlement at *Machulipatam*, *Narſipore*, and ſeveral other Places to the *Northward* on this Coaſt, but were obliged to quit them by the Interruption they received to their Trade from the Rajahs Impoſitions;——Round *Carrango* Point, in the Bay of that Name, lies *Angerang*, where ſome *Engliſh* from *Vizagapatam* ſettled in the Year 1708, but the Factory ſoon withdrew, and thereby defeated the projected Scheme of extending their Trade that Way; *Vizagapatam* however continues fortified, and the *Engliſh* their Reſidence there; theſe Places lie in the Kingdom of *Golconda*, and the next to it is that of *Orixa*, in which is the Town of *Ballaſore*, where the *Engliſh*, *French*, and *Dutch* have their reſpective Factories, though of very ſmall Importance; *Pipley*, about five Leagues from it, had once a Settlement, but was deſerted for the more commodious Situations of *Hughly* and *Calacutta*; ſeveral trading Towns are diſperſed on this Coaſt, but the Company's chief Factory here is that at *Fort-William*.

The next Place on the Continent to the *Southward* is *Merjee*, ſituated on the River *Tanacerin*, and ſubject to the King of *Siam*, where ſome *Engliſh* were formerly ſettled as private Merchants, for which Reaſon the old Company inſiſting on their being turned away, and ſome Miſunderſtandings ariſing between their Meſſenger and the Natives on this Occaſion, ſeventy-ſix of our Countrymen were maſſacred; though the Affairs of the Company having ſince

ſince their Union been more prudently managed, and all things carried on with the greateſt Regularity; a proper Proviſion is made for the Trade of the whole Gulph, from the *Ganges*'s Mouth to the Extremity of the Peninſula of *Malacca*, without any extraordinary Expence of new Colonies.

Our Factories of *Mocho*, *Bantal*, *Cattoun*, *Bencoolen*, *Marlborough Fort*, and *Sillebar*, on the Iſland of *Sumatra*, are ſo well eſtabliſhed as to afford room to ſuppoſe we enjoy the beſt Share in the Traffic of it; and we had formerly ſome Settlements on the Coaſts of *Cochin-China*, and in the Kingdom of *Tonquin*, though they have been ſince withdrawn; but an occaſional Trade is ſtill carried on there, more eſpecially to the Kingdom laſt mentioned.

Our Trade to *China* was once principally carried on at *Amoy*, but for many Years paſt *Canton* has had the Preference, and ſeems to have determined the Gentlemen at *Madraſs* entirely in its Favour, as the Impoſitions of the *Mandareens* at the former became intolerable, and forced them to reſolve on turning their Commerce into this different Channel.

I might greatly enlarge on this Trade, and ſwell the few Sheets I have dedicated to it into a Volume; but I am forced to remember my preſcribed Limits; ſo ſhall only add an Account of the Particulars made uſe of for the Support of this important and extenſive Commerce.

The Company's Exports from hence is chiefly Bullion, of which the Proportion with the other Particulars of an outward-bound Cargo I believe is commonly from $\frac{5}{6}$ to $\frac{3}{4}$ Parts; the others, conſiſting of Lead, Iron, Guns, Powder, Match, Cloths of various Colours, Serges, and other Stuffs, Cochineal, Quickſilver, Vermillion, rough Coral, Amber, *&c.*

And the Returns are, Pepper, Coffee, Tea, Incenſe, Saltpetre, Terra Japonica, three Sorts of Lack, Indigo, Myrrh, Bezoar, Opoponax, Vitriol, Camphire, China Root, Sal Armoniac, diverſe Gums, and Aloes, Galbanum, Galangals, Sagapenum, Rhubarb, Senna, Mirabolans, *Indian* Leaf, and many other Sorts of Drugs, Cowries, Red-wood, Sandal, Canes, Tutenack, raw and wrought Silk, Callicoes (white and painted) Muſlins, Cotton-Wool, and manufactured into a great Variety of things for Wear, China, Japanned Cabinets, *&c.* Arrack, Diamonds, Pearls, and many Curioſities, unneceſſary to be enumerated here; ſo I ſhall cloſe this Diſcourſe on our *Indian* Trade, with my ſincereſt Wiſhes for its Increaſment and Proſperity, as (notwithſtanding the many ſpecious Arguments that have been uſed to the contrary) I muſt conſider it a general Benefit to the Nation.

And in Purſuance of my Plan, I now proceed to treat of our *American* Trade, in which that granted to, and carried on by the *South Sea* Company is firſt to be conſidered; I ſhall therefore mention the Occaſion of its Original, and ſhew the Uſes they have from Time to Time made of their Charter.

THIS Company, eſtabliſhed at the latter End of the ſeventeenth Century, was ſeemingly more with a political View of raiſing Money for the Government's Service than an Expectation of its carrying on any great Trade; as they had neglected every preſenting Opportunity for attempting the Conqueſt of ſome Place in the Southern Parts of *America*, which might have ſecured the Means of extending a Commerce in which every Proſpect of Advantage muſt neceſſarily center; but this Omiſſion, and its Conſequences, had rendered the Company's Stock ſo low in the Publick's Eſteem, that it was at near 40 *per Cent.* Diſcount, when an unexpected Accident raiſed it to ſuch an imaginary Value as ſeemed the Effect of an Infatuation, only to be parallelled by the *Miſſiſippi* Scheme that preceded it.

The *French Guinea* Company had contracted with *Philip* V. King of *Spain*, on his mounting the Throne of that Monarchy, for the Introduction of Slaves into his *American* Dominions, and on this Agreement changed its former Name to that of the *Aſſiento* Company; and being ſuppoſed a very beneficial Contract; it was an Article of the Treaty of Peace at *Utrecht*, that this Contract ſhould be tranſlated to the *Engliſh*, and was accordingly ſigned at the Court of *Spain* in *March*, 1713, to continue thirty Years, under various Articles, which I excuſe giving, as they are now vacated, and in all Probability will never be renewed. It was in conſequence of this Contract that the Company eſtabliſhed Factories at *Porto Bello*, *Panama*, *Carthagena*, *Vera Cruz*, *Buenos Ayres*, *&c.* which continued till the late War diſlodged the Factors, and deſtroyed their Settlements.

The Company was obliged to furniſh the *Spaniſh* Colonies with four thouſand eight hundred Negroes yearly, though they might introduce more if they thought proper, and had Liberty to ſend an annual Ship of five hundred Tons, with Goods to be diſpoſed of there, in which, as well as in the Negro Contract, his Catholic Majeſty was a fourth Part concerned; but this Agreement found many Obſtacles to its Performance, and occaſioned diverſe Repreſentations to the Court of *Spain* before it could be carried into

 Execution;

Execution: in conſequence of which, ſeveral Articles were altered, and new ones added, previous to the Performing any Part of it; and indeed during the Time it continued, Miſunderſtandings and Diſputes were continually ariſing, either about the Number of Negroes or Tonage of the Ship; and when the late Rupture happened, it found many Particulars unſettled, and large Sums due from the Crown of *Spain* to the Company, which on the Return of Peace were lumpt at 100,000*l.*

Much more might, and indeed ſhould have been ſaid about this Aſſociation; but as their Trade is terminated, it would be ſuperfluous to enlarge concerning it in ſuch a Work as this; I therefore proceed, whilſt treating of *America*, to give ſome Account,

Of the Hudſon's-Bay *Company.*

THAT Part of the World, which gave Birth to this Company, owes its Diſcovery, as the *Engliſh* ſuppoſe, to the Diligence of that able Mariner, whoſe Name it bears, and who reaped no other Fruit of his Labours to diſcover a North Weſt Paſſage, than thus conveying to Poſterity a Record of his Capacity and Diligence, in which at laſt he periſhed. The *Danes* inſiſt on their prior Knowledge of this Part of *America*. But not to enter into a Detail of the Diſpute, nor enlarge on the hiſtorical Accounts of it, I ſhall content myſelf with informing my Reader, that though the Expectations of an advantageous Trade might reaſonably have encouraged its being ſooner engaged in, yet it was the Year 1681 before any tolerable Progreſs was made in it; and on the 2d of *May* an excluſive Charter was granted by King *Charles* II. (in the 32d Year of his Reign) to Prince *Rupert* and his Aſſociates, which eſtabliſhed this Branch of Trade on the ſolid Footing it has continued ever ſince; though not without various Interruptions by the *French*, who jealous of ſuch Neighbours to their *Canada* Settlements, have frequently drove the *Engliſh* from theirs; and this Conteſt, which continued ſeveral Years, made them alternately Maſters of the Bay, till it was finally determined by the Treaty of *Utrecht* in our Countrymens Favour, who have now ſeveral Forts and Factors ſettled there, notwithſtanding the extreme Cold, which is ſo intenſe as to confine them for ſeven or eight Months in the Year to their Houſes; though they have good Proviſions in this recluſe Life, with the Pleaſures of Hunting and Fiſhing in Reverſion, to which in Summer-Time the Elements of Earth, Air, and Water, contribute in ſuch Plenty, as would be hardly credited under a leſs Authority than that of many Eye-Witneſſes, who have aſſured us of it: though this Country furniſhes nothing for the Support of Trade but Furs of various Sorts, and Iſinglaſs, the latter made here by the Company's Servants from the Skins of Fiſhes but the former are ſo rich, and both ſo plenty, as to have raiſed the Value of this Company's Funds above thoſe of any other.

The Commodities they truck with the *Indians* for their Furs, are Arms, Powder, Balls, Kettles, Hatchets, Knives, Sword-Blades, Awls, Fiſh-Hooks, Steels, Flints, blue Serge Cloaks, Shirts, Stockings, Tobacco, coarſe Thread for Nets, and ditto of diverſe Colours for Sewing, Glaſs Beads, Pins, Needles, &c. which, as I before obſerved, procure ſuch Returns as have greatly enriched the Proprietors of them.

And having mentioned the Settlements of our trading Companies, I ſhall in the next Place treat of our *American* Colonies, of which we have the moſt extenſive and flouriſhing of any Potentate, the *Spaniards* only excepted; as beſides our Iſles, we poſſeſs a tract of Country on the Northern Continent of near ſeven hundred Leagues, *viz.* from *Carolina* to *Acadie* (or *Nova Scotia*) in which is included the firſt and laſt mentioned Provinces, *Virginia*, *Maryland*, *New-York*, *Penſilvania*, the *Jerſeys*, and *New-England*, of all which I ſhall briefly ſpeak in Courſe: and firſt

Of Carolina.

THIS Part of the Globe has been poſſeſſed alternately by *Spaniards* and *French*, and tho' one of the fineſt Spots in the World, had by both been deſerted for near a hundred Years, when his Majeſty King *Charles* II. granted it the 24th of *March* 1663, to *Edward*, Earl of *Clarendon* (then Lord High Chancellor) *George*, Duke of *Albemarle*, *William*, Lord *Craven*, *John*, Lord *Berkley*, *Anthony*, Lord *Aſhley*, Sir *George Carteret*, Sir *William Berkley*, and Sir *John Colliton*, with all Royal Fiſheries, Mines, Power of Life and Limb, and every thing neceſſary to an abſolute Propriety, within the Limits of the Patent, and with the Acknowledgement of twenty Marks yearly; and this Grant was ſeconded by another about two Years after, that made ſome Alteration in the Boundaries, and included both the *Carolina* and the new Province of *Georgia*. But this Eſtabliſhment not meeting with a Succeſs anſwerable to the Proprietors Expectations, they, after ſtruggling with many Difficulties for the Space of near ſixty Years, reſigned ⅞ of their Grant to the Crown, in

in Conſideration of 1750*l.* paid them for it, and the Surrender was confirmed by Act of Parliament in 1728; the other ⅛ being therein reſerved to the Right Hon. *John*, Lord *Carteret*, now Earl of *Granville*.

This Country, as beforementioned, is very pleaſant and fertile, as the Riches acquired by the Inhabitants in a few Years plainly prove; and the Trade of it is now ſo conſiderable, that from *March*, 1730, to the ſame Time 1731, there ſailed from *Charles-Town* (moſtly for *England*) 207 Ship, with 41957 Barrels of Rice (about 500 lb. wt. each;) 10750 Barrels of Pitch; 2063 of Tar; and 759 of Turpentine; of Deer Skins 300 Caſks, containing 8 or 900 each; beſides a vaſt Quantity of *Indian* Corn, Peas, Beans, &c. Beef, Pork, and other ſalted Fleſh; Beams, Plank, and other Timber for Building, moſt part of Cedar, Cypreſs, Saſſafraſs, Oak, Walnut, and Pine.

Their Trade with the *Indians* is very conſiderable, by which they procure the Skins abovementioned; and in Exchange for them give Lead, Powder, coarſe Cloth, Vermillion, Iron, ſtrong Waters, and ſome other Goods, reaping from this Traffic a very great Profit. Of Negroes it is ſuppoſed there are near 50,000 in the Province; though Artificers are very ſcarce, and their Demands for Labour very extravagant; which I believe principally proceeds from the Miſrepreſentations of the Country here at home; otherwiſe it is to be imagined, a fine Clime and great Wages would be ſufficient Inducements to attract a ſufficient Number of Mechanicks to ſupply every Want there could poſſibly be of them.

Of Virginia.

THIS Country was at firſt divided into North and South *Virginia*, and was accordingly granted by King *James* I. in 1606, to two diſtinct Sets of Men, the one to poſſeſs all the Lands, &c. between 34 and 41 Degrees of Latitude, to be called the firſt Colony, and the others to have all thoſe lying between 38 and 45 Degrees of Latitude, with the Denomination of the ſecond Colony; and they immediately fitted out Ships and ſent many People there in the ſame Year; and though their Eſtabliſhments were rendered as eaſy to them, as the Nature of the thing would poſſibly admit, and their advantageous Situation was very apparent, yet they could not ſubmit to the few Labours and Difficulties attending their firſt ſettling, though with the Proſpect of ſoon obtaining from them a comfortable and eaſy Abode, capable of daily Improvements by an honeſty Induſtry, but were continually breaking out into Commotions and Diſturbances, which proved ruinous to the Colony, and their own Deſtruction; and they were ſo contumacious as to fly in the Face of Juſtice; ſo that few of their Governors could ſupport their Authority, or bring them into any ſettled Order or Diſcipline; which was a good deal owing to the Nature of the Grants made in *England* by the Patentees, and no ſmall Share of it charged on the Company's Male-Adminiſtration; in ſo much, that on King *Charles* I. aſcending the Throne, he diſſolved the Company in 1626, reducing the Country and Government under his own immediate Direction, and granting Patents to particular Adventurers, with the Reſerve of a Quit-Rent of two Shillings for every hundred Acres.

This Reſolution of his Majeſty's at firſt ſeemed very agreeable to thoſe already ſettled, and animated many daily to encreaſe their Number, but old Diſcontents reviving, and the People proving reſtleſs under the Governors Oppreſſions, gave an Inſtance of their Reſentment, by ſending the firſt his Majeſty had ſet over them priſoner to *England*, for his Diſagreement with his Council, and Violences on the Inhabitants. And the ſubſequent Troubles of King *Charles*'s Reign, and *Cromwell*'s Adminiſtration, hindered the good Diſpoſitions from proving effectual, that had before been taken for the Colony's Proſperity, by their worthy Chief Sir *William Berkley*. However, many continued Sollicitors for Patents of large Tracts, which has indeed proved very prejudicial to the Country, as it is by this Means that very few Towns are to this Day built in it, and thoſe few ſo ſmall as hardly to be worth naming.

It lies from 36° to 39° of North Latitude, and between 74° and 80° of Weſtern Longitude, being about two hundred and forty Miles in Length, and near one hundred and twenty in Breadth; divided into twenty-five (ſome ſay twenty-nine) Counties; of theſe, the firſt is *James* County, which contains five Pariſhes, and the only two Towns in the Province; and theſe, as I ſaid before, ſo ſmall, that the principal called *James-Town*, does not contain above eighty Houſes; and *Williamſburgh*, though the Seat of Juſtice, not above half that Number: The People if we reckon Men, Women, and Children, and join to theſe the Negroes, may amount to about five hundred thouſand, which may reaſonably be ſuppoſed to bring no ſmall Advantage to their Mother Country; as from hence they are all ſupplied with moſt of the Neceſſaries of Life; ſuch as Linen, Silks, *India* Goods, Wine, and other foreign Manufactures; and of our home ones, Cloths, Serges, Stuffs, Bays, Hats, and all Sorts of Haberdaſhery Ware; Hoes, Bills, Axes, Nails,

Nails, Adzes, and other Iron Tools; Clothes ready made, Knives, Biſcuit, Flour, Stockings, Shoes, Caps for Servants, and indeed almoſt every thing that is made in *England*, to the Amount of near 1,000,000*l.* Sterling, which is repaid moſtly in Tobacco, of which it is ſuppoſed by the niceſt Calculators, that near one hundred thouſand Hogſheads are (in Times of Peace) imported here yearly, employing between three and four hundred Ships, navigated by upwards of four thouſand Sailors; and of theſe, about 60,000 Hogſheads are re-exported for foreign Parts, which if computed only at 5*l. per* Hogſhead, makes 300,000*l.* beſides the Duties not drawn back, and the new Freight it occaſions.

This Settlement, it is to be obſerved, is only that Part of the original Grant, called the firſt, or *London* Colony; the other, termed the ſecond, or *Plymouth* Colony, ſhall be ſpoke of when I come to treat of *New-England*, of which they were the original Planters; in the mean Time, I proceed, as it comes next in Courſe, to ſpeak

Of Maryland.

THIS Colony remained a Part of *Virginia* (as ſeveral others did till they were diſmembered, which ſhall be noted in their proper Places) till 1632, when King *Charles* I. (in the eighth Year of his Reign) granted all the Country to the North of *Potowmack* River (not then planted) to *Cecilius Calvert*, Lord *Baltimore*, and his Heirs; which Tract was thenceforward called *Maryland*, in honour of the then Queen Conſort; and in conſequence of this Grant, the Proprietor ſent over his Brother, with about two hundred Adventurers, to take Poſſeſſion of their Limits, and to make a Settlement; which they firſt did in an *Indian* Town, called afterwards, St. *Mary*'s, on the River *Potowmack*, and near the Mouth of that they chriſtened St. *George*'s.

This ſoon became a flouriſhing Colony, though the *Baltimore* Family was deprived of its Government during the Civil Wars; but King *Charles* II's Reſtoration proved that of the Proprietor's; as his Majeſty, on coming to the Throne, re-inſtated him in all his Privileges.

The Province is ſituated between 38° and 40° of Northern Latitude, and between 44° and 48° of Weſtern Longitude; abounding, as *Virginia* does, in fine Springs, and Rivers; ſo that, like the *Virginians*, they can bring the Ships up to their very Doors: It is divided into ten Counties, though it has very few Towns, the ſame Humour of living on their own Plantations prevailing among the Gentry here, as was before obſerved to reign among their abovementioned Neighbours.

The Soil and Products of this Country are ſimilar to thoſe of *Virginia*, and the Natives here imitate the others Management, in confining their Huſbandry to the Cultivation of Tobacco only, of which it is ſuppoſed they now produce as much as *Virginia* does, though the Quality to the *Engliſh* Taſte is inferior to the other, it being ſtronger than the ſweet ſcented Leaf gathered on the Borders of *James* and *York* Rivers; however, this Circumſtance gives it a Preference every where in the North, to which Part of the World we generally ſend it: The Inhabitants may be about 30,000, who are ſupplied with Neceſſaries from hence in the ſame Manner *Virginia* is, ſo that a Catalogue of them need not be repeated here.

Of New-York.

THIS, like the laſt mentioned Province, was a Part of *Virginia*, and became ours under the double Right of Diſcovery and Conqueſt; the firſt by *Cabot*, and the latter from the *Dutch*, who had ſettled here, and held it by an illegal Title, and therefore the *Engliſh* have retained it ever ſince its Recovery at the Beginning of the *Dutch* War. It is about two hundred Miles in Length, though generally very narrow, well repleniſhed with Proviſions and Farms, which occaſions its having few large Towns; the Capital (*New-York* City) however, is very conſiderable for this Part of the World, as it contains upwards of a thouſand well built Houſes of Stone and Brick, beſides commodious Quays and Warehouſes on its excellent Harbour, where ſome hundreds of Ships and Veſſels are employed in the foreign Trade, and Fiſheries from hence carried on to *Madeira* and the *Azores*, where they ſend Pipe-Staves and Fiſh, returning with Wine and Brandy, to their very great Advantage; and to all our Sugar Iſlands, more eſpecially *Barbadoes*, they ſend Corn, Flour, Bread, Beef, pickled and ſmoaked Pork, Peas, Bacon, Apples, Onions, Board and Pipe-Staves; for which they bring back, Sugar, Molaſſes, Rum, Ginger, *&c.* And the Agents for this Province, in their Conteſt with the Sugar Plantations, affirmed, that their Winters being ſevere, obliged them to take off more of the Woollen Manufactures of this Kingdom (for which they remitted Gold and Silver) than all the Iſlands (*Jamaica* excepted) put together, and which I believe has remained uncontradicted.

At our becoming Maſters of this Country, it was found to be very thinly peopled; but the Clime and Soil

Soil have proved ſuch powerful Inducements to Adventurers, that their Number is ſuppoſed now ſwelled to 50,000, with an Appearance of its daily Increaſe, from the Induſtry and good Oeconomy of the preſent Inhabitants.

Of Penſilvania.

ADMIRAL *Penn* (afterwards Sir *William*) rendered himſelf famous, by the Conqueſt (with Col. *Venables*) of *Jamaica*; and endeared himſelf to every one ſerving under him, by his unaffected Modeſty, and other engaging Qualifications and Virtues; theſe, and his great Abilities in maritime Affairs, likewiſe placed him in a very high Degree of Eſteem and Credit both with King *Charles* II. and his Royal Brother, which drew from the former a promiſed Grant of this *American* Territory, in Reward of his paſt Services to the Crown; but he dying before its Confirmation, and his Son not applying for it till ſome Years after, the Patent bears Date only from the 4th of *March*, 1680, containing all that Tract of Land in *America*, with all the Iſlands belonging to it, from the Beginning of the 40th Degree of North Latitude to the 43d Degree, *&c.* This was the Contents of the firſt Grant; but Mr. *Penn* having afterwards obtained an Addition from *New York*, the whole Territory of *Penſilvania* now runs three hundred and thirty Miles in Length, and about two hundred in Breadth, being diſtinguiſhed by this Denomination in both the Patents.

There were but few *Engliſh* when Mr. *Penn* ſent over the firſt Adventurers, who had accompanying them a Governor of his appointing, to whom the *Swedes* and *Dutch* that remained very readily ſubmitted; but he afterwards went in Perſon to ſettle the Conſtitution he had procured to be drawn up by that great Lawyer Sir *William Jones*, and to make Agreements with the *Indian* Princes. The Air is ſerene and pleaſant, the Soil generally fertile, and every thing growing here in great Abundance and Plenty. The Towns are large and numerous, well ſituated for Trade, and populous; inſomuch, that the Capital, *Philadelphia*, is now ſuppoſed to contain fifteen thouſand Inhabitants, by which the Number of People in this flouriſhing Colony may be gueſſed at, though it would be difficult to aſcertain them.

The Merchandiſe which *Penſilvania* furniſhes for its Commerce with *Europe* and *America*, conſiſts in Horſes, Pipe-ſtaves, Pork, Beef, and Fiſh ſalted and barrelled up, Skins and Furs; all Sorts of Grain, *viz.* Wheat, Rye, Peas, Oats, Barley, Buck-Wheat, *Indian* Corn, *Indian* Peas and Beans, Pot Aſhes, Wax, *&c.* And in Return for theſe they import from the *Caribbee* Iſlands, *&c.* Rum, Sugar, Molaſſes, Silver, Negroes, Salt, and Wine. And from *Great-Britain*, Houſhold Goods, Clothing of all Sorts, Hardware, Tools, and Toys; they alſo have ſome Rice, and a little Tobacco of the worſt Sort; and their Trade with the *Indians* is confined to a few Articles; they receiving from them only Furs and Skins, and giving them in Return, ſome Clothing, Arms, Ammunition, Rum, and other Spirits.

Of the Jerſeys.

THESE fell under the Dominion of the Crown at the ſame Time that *New York* did, and with that compoſed the Province of *Nova Belgia*, taken from the *Dutch*, as before mentioned, and all were included in the Grant made by King *Charles* II. to his Brother the Duke of *York*; who inveſted this Part of it by the Name of *Nova Caneira*, in *John* Lord *Berkley*, and Sir *George Carteret*, and they or their Aſſigns agreed to divide it, with the Denomination of *Eaſt* and *Weſt New Jerſeys*; the firſt falling to the Share of Sir *George*, as the latter did to his Lordſhip; and both being parcelled out into different Proprieties, were unanimouſly reſigned up to her Majeſty Queen *Anne*, on the 22d of *April*, 1702, and have been ever ſince governed by Royal Authority: They have ſeveral well built Towns in them commodiouſly ſituated for Trade, as Ships of two or three hundred Tons may come up to the Merchants Houſes in diverſe of them. The Country yields Plenty of all Sorts of Grain, with which they ſupply the Sugar Iſlands, and beſides this, they drive ſome Trade in Furs, Skins, and a little Tobacco; they likewiſe ſhip ſome Train Oil, Fiſh, Corn, *&c.* for *Portugal*, *Spain*, and the *Canaries*, though *New York* is their principal Market, either for ſupplying themſelves with, or diſpoſing of their Commodities.

The Inhabitants are computed to be about 16000 which like all others in our Plantations, are cloathed from hence, and herein contribute to the Advantage of their Mother Country.

Of New-England.

IN my Deſcription of *Virginia*, I gave an Account only of the firſt, or *London* Company, referring my Readers for the Succeſs of the ſecond, or *Plymouth* Company's Expedition, to this Place, which I ſhall now give.

Theſe Adventurers contented themſelves for ſome Years, with the Trade of Furs with the Natives of *North*

North Virginia, and fiſhing on that Coaſt, in which two Ships were employed ſo early as the Year 1614, commanded by the famous Capt. *John Smith* and Capt. *Thomas Hunt*, the former of which landed, and took a particular View of the Country of the *Maſſachuſets*, by which he was drawn into ſeveral Skirmiſhes with the Natives; and afterwards returning to *England*, he left Orders with *Hunt* to proceed in his Ship, with the Fiſh taken, to *Spain*; but this ungenerous Man, not content with his finny Treaſure, and ſtimulated by an avaricious Deſire of Gain, took ſuch iniquitous Steps to procure it, as proved of fatal Conſequence to the infant Colony; for as ſoon as Capt. *Smith* was departed, he enticed twenty-ſeven of the innocent *Indians* aboard, and carried them with his Cargo to *Malaga*, where he ſold them at 20*l*. a Head. This Outrage was reſented by the *Indians* in ſuch a Manner as might juſtly be expected; they broke off all Communication with the Colony, ſo that an entire ſtop was put to the little they before carried on, and their Endeavours for Revenge were exerted on ſeveral future Occaſions. And repeated Diſappointments occurring by theſe Diſagreements, the Patentees were diſcouraged from proſecuting their intended Settlements, and gave up all Thoughts of making them. However, other Adventurers carried on a Trade to *New-England*; and a Congregation of *Independants* who had fled from hence to *Holland* on Account of their Religion, under Mr. *John Robinſon* their Miniſter, now meditated another Remove, and determined on changing their Clime once more, from an *European* to an *American*, flattered with the Hopes of finding an *Aſylum* in the latter, which was denied them in the former. And they accordingly procured a Grant for their Settlement on *Hudſon*'s River, where, however, they never arrived, but either Chance, or Treachery (as ſome ſuppoſe) having drove them to *New-England*, in the Latitude of 42° North, they there landed, and built themſelves a Town, which they called *New Plymouth*, being about a hundred Souls in all, Men, Women, and Children, of which a great Part died the firſt Winter. However, new Recruits continually ſucceeding, they began to grow powerful, and became a flouriſhing Colony; and this led them to reflect ſeriouſly on the Nature of their preſent Settlement, which they knew to be precarious, as they were not only without a Patent or Grant to ſecure them in the Poſſeſſions they now enjoyed, but held them contrary to the Rights of the *North Virginia* (or *New-England*) Company. In order therefore to eſtabliſh themſelves on a better Footing, they commiſſioned one of their Number, in the Year 1624, to ſollicit a Charter for them, which he ſucceſsfully performed, and obtained one more favourable than their moſt ſanguine Expectations could make them hope for; they being thereby enabled to elect a Governor, Council, and Magiſtrates, and to make Laws, provided they were no ways oppoſite to ours, or in any Reſpect encroached on the Crown's Prerogative: Thus the firſt Settlement in this large and fertile Country was confirmed; and this animated others to take the ſame Steps; of which I ſhall give ſome Account in as brief a Manner as poſſible.

In 1625, Mr. *White* of *Dorcheſter*, another Miniſter of the ſame Perſuaſion with the beforementioned, being animated by his Succeſs, determined to follow his Steps, in Hopes of the ſame good Fortune; and accordingly procured a Grant from the *North Virginia* Company, to diverſe therein mentioned, of all that Part of *New-England*, which lies between the great River *Merimack* and *Charles* River, *&c.* and obtained a Patent from King *Charles* I. to hold the ſame; which was enlarged by a new one in 1628, with ſtill greater Privileges than thoſe ceded to the *New-Plymouth* Colony, and by whom *Charles-Town*, *Dorcheſter*, and *Boſton* (the Capital) were ſucceſſively built; and from theſe a Colony was detached, to ſettle on *Connecticut* River; which afterwards obtained a Grant for themſelves, with Privileges ſimilar to thoſe already ſpoke of. After theſe, *New-Haven* was built, and the Country ſettled; and whilſt this was tranſacting in the *South-Weſt* Parts of *New-England*, thoſe in the *North-Eaſt* were not neglected; for theſe Coaſts having for ſome time been frequented, for the Advantages of Fiſhing and the Fur Trade, encouraged thoſe concerned therein to attempt an Eſtabliſhment; which they ſucceeded in ſo much to their Satisfaction, as in a few Years to ſettle the two Counties of *New Hampſhire* and *Main*, for which they obtained a Charter; but as Feuds and Diviſions prevailed among them, they again reſigned it (in 1684) to the Crown, where the Property has ever ſince remained.

And if any one reflects on the ſwift Progreſs made in theſe Settlements, that in about twenty Years they had built twice as many Towns, cultivated a large Tract of Land, and ſettled a tolerable good Trade, he muſt allow them to have been uncommonly induſtrious, more eſpecially if he conſiders the many Difficulties they had all along to ſtruggle with.

New-England at preſent comprehends four very conſiderable Governments, *viz. Maſſachuſets* (which with *New-Plymouth* and the *Main* are now included in one Charter;) *New Hampſhire*, ſtill remaining ſeparate; *Connecticut* (comprehending alſo *New-Haven*;) and

and *Rhode Iſland*, with *Providence* Plantation. The whole Country extending from 41 to 45 Degrees of North Latitude, and from 67 to 73 Degrees of Weſtern Longitude, abounding with Plenty of Fiſh, Fowl, Fruit, Grain, and Herbage; it is likewiſe replete with many fine Rivers, and its Inhabitants are very numerous.

Its Commerce is very conſiderable, being ſpread all over *America*, and to ſeveral Parts in *Europe*; our Sugar Colonies are from hence ſupplied with Fiſh, Cattle, Corn, Apples, Butter, Cheeſe, Oil, Tallow, Boards, Hoops, Pipe-Staves, Skins, Bark, Turpentine, &c. and theſe in ſuch vaſt Abundance, that the Iſland of *Barbadoes* only is computed to take off the Value of two hundred thouſand Pounds yearly; they alſo deal with the other Sugar Colonies; ſometimes with the *French*, more with the *Spaniards*; and their Exportation of Fiſh for *Portugal*, *Spain*, and *Italy*, is greater than from any Part except *Newfoundland*.—From hence they take all Kinds of Mercery Goods, Linen, Stockings, Shoes, Sail-Cloth, Cordage, Haberdaſhery Ware, and a vaſt many other Things: In Return, they build for us a prodigious Number of Ships, and ſupply us with Pitch, Tar, Turpentine, Skins, Furs, Oil, Whale Fins, Logwood, and other Commodities; beſides a great Quantity of Maſts, Yards, and Plank, for the Royal Navy; and as I cannot pretend to make a Calculation myſelf of the Advantages accruing to us from this Trade, I ſhall adopt Sir *Joſiah Child*'s Words on this Subject, to convey to my Reader an Idea of the Greatneſs of them. "To do Right (ſays he) to that induſtrious "*Engliſh* Colony (ſpeaking of *New England*) I muſt "confeſs, that though we loſe by their unlimited "Trade with other foreign Plantations, yet we are "very great Gainers by their direct Trade, to and "from *Old England*. Our yearly Exportations "of *Engliſh* Manufactures, Malt, and other Goods "from hence thither, amounting, in my Opi-"nion, to ten Times the Value of what is im-"ported from thence; which Calculation I do "not make at Random, but upon mature Conſide-"ration; and peradventure upon as much Experi-"ence of this very Trade, as any other Perſon will "pretend to do, &c." And I ſhall only add, that beſides the Advantages which at preſent accrue to us from this flouriſhing Colony, many others may be reaped, whenever the Legiſlature ſhall think proper to encourage them; as from thence all naval Stores may be ſupplied, and a Sufficiency of Iron to anſwer every Demand and Purpoſe; ſo that we may ſhake off our Dependance on the *Northern* Powers for theſe Commodities whenever we will, as we can have them of our own, without a Ballance of ſeveral hundred thouſands a Year in our Disfavour.

Of Nova Scotia.

NO Part of our *American* Settlements has occaſioned more Conteſts than this, or has ſo often changed Maſters; having been ſeveral Times alternately poſſeſſed by *French* and *Engliſh*, though our Title to it is founded on *Cabot*'s Diſcoveries, and was therefore originally regarded as a Part of *North Virginia*, and as ſuch, within the Charter of the *Weſtern* Company, who gave ſtrict Orders to thoſe in their Service, by all Means to prevent foreign Nations from ſettling in their Limits.

Sir *Samuel Argal*, then Governor of *Virginia*, made a cruizing Voyage in 1618, round the Coaſt northwards, as far as *Cape Cod* in *New England*, about five or ſix Years before the *Engliſh* Adventurers arrived in that Country; and being informed by the *Indians*, that ſome white Men had ſettled farther North, he went, and found a Fort built, with a *French* Ship riding at Anchor before it, both which he took; and the *French* afterwards cancelled their Patent from their King; and acquainted him of another Settlement made by their Countrymen at a Place they had named *Port-Royal*, in a Bay on the South-Weſt of *Acadia*, which he alſo went to and reduced it.

When Sir *Ferdinand Gorges* was Preſident of the *New England* Company, he propoſed to Sir *William Alexander* to procure a particular Grant for the Land to the Northward of their Patent, who accordingly applied for and obtained it of King *James* I. in 1621; and the next Year ſent a Ship with Paſſengers to plant and ſettle there; but it being late in the Seaſon, they were forced to winter in *Newfoundland*, and to wait the Spring's Return before they could get away, which they effected as ſoon as the Weather would permit it, and proceeded on their Voyage till they happily concluded it, and landed in what they afterwards called *Luke's-Bay*; and Sir *William Alexander* having publiſhed a Book, with the Deſcription of the Country, placed it in ſo tempting a Light, that his Sovereign created a new Order, called the Knights of *Nova Scotia*, purely to facilitate its Plantation.

This projected Settlement, however proved abortive; and there was afterwards another Grant made of the Northern Part of this Country, to Sir *David Kirk*, from whom the *French* King bought it, or at leaſt contracted to give him 5000*l*. for it; and Sir *William Alexander*, ſome Years after, ſold his Property to *Claude de la Tour*, a *French* Nobleman; which plainly proves that the Rights and Titles by which they held them, were acknowledged by that Nation.

4 A *Oliver*

Oliver Cromwell, in 1654, ſent Major *Sedgwick* to diſlodge the *French* from *Port-Royal*, which he effected, and took Poſſeſſion of the ſaid Tract of Land; on which *Charles de St. Eſtina* (I believe it ſhould be *Eſtienne)* Son and Heir to *Claude de la Tour*, came to *England*, and on making out his Claim under Sir *Wm. Alexander*, then Earl of *Sterling*, *Cromwell* allowed it.

On the 20th of *Sept.* 1656, the ſaid *Charles de St. Eſtina* ſold and conveyed his Property in the ſaid Country to Sir *Thomas Temple* and *William Crown*, who divided the ſaid Land by Deed of Partition.

Sir *Thomas* afterwards, *viz.* in the Year 1662, made out his Right, and obtained a Patent from the Crown, not only for the Territory mentioned therein, but for the Government thereof during his natural Life, and the ſole Monopoly of the Fiſhery and Trade with the *Indians*.

By the Treaty of *Breda*, in 1667, this Land was again ceded to the *French*; and in 1670, the Poſſeſſion was delivered to them by Sir *Thomas*, in Virtue of the ſaid Treaty, and in Obedience to expreſs Orders from the Earl of *Arlington*, then Secretary of State, though he never conveyed his Right to the Lands, nor ever received a ſingle Farthing of 16200*l.* Sterling, then ſtipulated to be paid him in Recompence of his Diſburſements for building Forts, maintaining Garriſons, and the Debts due to him from the Natives, though much ſollicited for, both at the Court of *England* and *France*.

In 1690, on the 28th of *April*, Sir *William Phipps*, having by Order of the *Maſſachuſet*'s Government, ſet forward on an Expedition for the Reduction of this Country ſucceeded therein; and having diſpoſſeſſed the *French* thereof, and appointed a Governor, he returned to *New-England* on the 30th of *May* following, and the *Engliſh* remained Maſters of it till 1697, when by the Treaty of *Ryſwick* it was once more reſtored to the *French*.

In 1710, it was again reconquered by the Forces of her late Majeſty Queen *Anne*, ſent from hence and *New England*, under the Command of General *Nicholſon*; and by the Treaty of *Utrecht* in 1712, was yielded up to *Great-Britain*, and has ever ſince continued in the Poſſeſſion of this Crown, having been conſtantly garriſoned by a Regiment of Soldiers, till its late Settlement augmented the Number of theſe, as well as of its Inhabitants.

Sir *Thomas Temple* died on or about the 27th of *March*, 1674, at *Brentford* in *Middleſex*, leaving his Nephew *John Nelſon*, Eſq; of *Boſton* in *New England*, his Heir and ſole acting Executor to his Will; who by Deed, bearing Date the 15th of *April*, 1731, ſold and conveyed all his Right, Title, Claim, *&c.* in and to the ſaid Lands, Debts, Rents, *&c.* to *Samuel Waldo*, Eſq; of *Boſton* aforeſaid; of which the ſaid *Samuel Waldo* afterwards ſold and conveyed an undivided Moiety to me. And as we were conſcious of what Importance the Settlement of this Province would be to the Northern Colonies, we ſecured a conſiderable Number of *Swiſs* Proteſtants to begin it, not imagining after ſo clear a Deduction of our Title, we ſhould have any Impediment to ſo neceſſary a Work, pregnant with innumerable Advantages to the Nation. However, leſt our Right ſhould be futurely conteſted, on Account of the aforeſaid ſeveral Treaties and Changes of Poſſeſſion, we humbly entreated his Majeſty, about thirteen Years ago, to confirm our Grant, or to give us a new one, which Petition he was graciouſly pleaſed to refer to a Committee of Council, and the Committee referred it to the Conſideration of the Attorney and Solicitor General; which being juſt before the breaking out of the late War, this Occurrence made us deſiſt from preſſing the Affair; ſo that I believe it was never reported; however, I humbly conceive our Right to be no way prejudiced, much leſs extinguiſhed thereby.

This Country lies in a good and healthy Climate, being in the ſame Latitude with Old *France*; enriched with a fertile Soil, abounding in fine navigable Rivers, that, like its Coaſts, are full of various Kinds of Fiſh; more eſpecially Salmon, Sturgeon, Herrings, Cod, and Whales; and beſides theſe, the Province is capable of producing Hemp, Flax, Maſts, Iron, and all the naval Stores, *extra* of Furs, Oil, Whalebone and Poorjack, of which I remember ſeveral Cargoes were caught and cured about thirty Years ſince at *Canſo*; it can alſo, as conveniently as any other, ſupply the Sugar Colonies with Proviſions, Boards, Staves, *&c.* and conſequently, under proper Encouragement, ſoon become capable of taking off large Quantities of *Britiſh* Manufactures, and in Time prove a valuable Eſtabliſhment to its Mother Country.

Theſe apparent Advantages were undoubtedly the attractive Incitements which induced the Government to undertake its Settlement; and though interfering with my aforementioned Claim, I ſincerely wiſh it may be attended with all imaginable Succeſs and Proſperity, as conſcious of its Importance to the Security and Well-being, not only of its Neighbourhood, but of other remoter Parts; as this Settlement, when completed, will aſcertain the Northern and Eaſtern Limits of his Majeſty's Dominions on the Continent of *North America*, and effectually ſecure the ſame from falling again into the Hands of the *French*, which otherwiſe may very probably happen,

in caſe of a War with them; there ſtill remaining on this Tract of Land, at *Menis*, *Chebucta*, and *Seccanecta*, upwards of fifteen hundred Families of that Nation, who, on its laſt Return to us, were induced (after many Refuſals) to ſwear Allegiance to the Crown of *Great-Britain*; yet I think little Reliance could, or ought to be made on their Fidelity in caſe of a freſh Rupture with *France*, as the Deficiency of it was too palpable in the late War. And ſhould any new Miſunderſtandings happen between the two Crowns before the preſent Colony has gathered Strength, the *French* might, by Means of theſe People, with the Aſſiſtance of the neighbouring *Indians*, once more become Maſters of this large fine Province, to the great Annoyance of his Majeſty's Northern Colonies, which an eſtabliſhed Power here will effectually prevent; and ſecure the Fiſhery, as well as enlarge the Trade of the Nation.

Of the preceding Account, ſome Part is borrowed from the laſt Edition of Mr. *Harris*'s Collection of Voyages, as I think it the moſt correct of any; tho' I have conſulted almoſt every Author who has treated of this Colony, both *French* and *Engliſh*; but the Generality of the latter are very defective, and the former too partial to give us a juſt Hiſtory, where the Intereſt, and as ſome of them think, the Honour of their Nation, has been concerned; I ſhall therefore in the following Section again conſult the ingenious Editor of that valuable Work, fearleſs of being led aſtray by his Performances.

Of Georgia.

THIS is the laſt of our Settlements on the Continent, as well in Point of Time as Situation; it bounding our Pretenſions in *America* to the South, as *Nova Scotia* does to the North; and is of equal Importance with this latter as a Frontier Province: It lies in the Bounds of *Carolina*, as deſcribed in their Charter; but having for ſo long remained unſettled, the worthy Projectors of the *Georgia* Eſtabliſhment fixed on this Spot, as a proper one for their benevolent Intentions of relieving the Diſtreſſes of their Fellow Creatures, and at the ſame time to make their Relief turn to a public Advantage. It was with theſe generous Views, that a Set of Gentlemen ſollicited his Majeſty for a Grant of the uncultivated Lands aforementioned, with the free Conſent of the *Carolinians*, to whom this Tract was rather a Burthen than a Benefit, and from whoſe Settlement they expected to reap both Security and Advantage. His Majeſty King *George* II. always ready to promote the Good of his Subjects, was graciouſly pleaſed to condeſcend to their Requeſt, and by his Letters Patent, bearing Date the 9th of *June*, 1732, did conſtitute the Petitioners a Corporation, by the Name of, *The Truſtees for eſtabliſhing the Colony of* Georgia *in* America; with Capacity to purchaſe and take Lands, to ſue and be ſued, &c. with the reſtraining Clauſes, that no Member of the ſaid Corporation ſhould have any Salary, Fee, Perquiſite, Benefit, or Profit whatſoever, for acting therein, or ſhould have any Office, Place, or Employment of Profit, under the ſaid Corporation, &c. They had likewiſe a Power to make By-Laws, &c. And amongſt other Things, there was granted to the ſaid Corporation and their Succeſſors (under the Reſervations therein mentioned) ſeven undivided Parts (the whole to be divided into eight equal Parts) of all thoſe Lands, Countries, and Territories, ſituate, lying, and being, in that Part of *South Carolina* in *America*, which lies from the northermoſt Stream of a River there, called the *Savannah*, along the Sea Coaſt to the Southward, unto the moſt Southern Stream of a certain other great Water or River, called the *Alatamaha*; and Weſtward from the Head of the ſaid Rivers, reſpectively in direct Lines to the *South Seas*: To have and to hold the ſame to them, &c. for ever, for the better Support of the ſaid Colony, under the yearly Rent of four Shillings Proclamation Money of *South Carolina*, for every hundred Acres of the ſaid Lands; for every of which the ſaid Corporation ſhould grant, demiſe, plant, or ſettle; but not to commence until ten Years after ſuch Grant, Demiſe, Planting, or Settling; and erected and created the ſaid Lands, Countries, and Territories, into one independant and ſeparate Province, by the Name of *Georgia*; and made the Inhabitants, who ſhall reſide therein, free, and not ſubject to any of the Laws, Orders, Statutes, or Conſtitutions of *South Carolina*, except the Commander in Chief of the *Militia*; and authoriſed the ſaid Corporation, for the Term of twenty-one Years from the Date of the ſaid Letters Patent, to form and prepare Laws, Statutes, and Ordinances, for the Government of the ſaid Colony, not repugnant to the Laws and Statutes of *England*; to be preſented under their common Seal to his Majeſty in Council, for his Approbation or Diſallowance; and that the ſaid Laws ſo approved of, ſhould be in full Force and Virtue within the ſaid Province. The Council for the Time being of the ſaid Corporation were likewiſe impowered to apply their Money, make Contracts, &c. to appoint Officers and Servants, removeable at Pleaſure; that they might tranſport and convey into the ſaid Province ſuch of his Majeſty's Subjects and Foreigners, as were willing to go and inhabit there; and declared all Perſons born within the ſaid Province, and their Poſterity,

terity, to be free Denizens, as if they had been born in any of his Majeſty's Dominions. The ſaid Corporation had likewiſe Power to aſſign, transfer, and ſet over, ſuch particular Portions of the ſaid Lands, Tenements, and Hereditaments, unto ſuch of his Majeſty's Subjects and others, willing to live in the ſaid Colony, upon ſuch Terms, and for ſuch Eſtates, and upon ſuch Rents, Reſervations, and Conditions, as the ſame might lawfully be granted, and as to the ſaid Common Council ſhould ſeem fit and proper; provided no Grant ſhould be made of any Part of the ſaid Lands, unto, or in Truſt for, or for the Benefit of, any Member of the ſaid Corporation; and that no greater Quantity of the ſaid Lands be granted, either intirely or in Parcels, to, or to the Uſe of, or in Truſt for, any one Perſon, than five hundred Acres; and declared, that all Grants made contrary to the true Intent and Meaning thereof, ſhould be abſolutely null and void. And granted, that the ſaid Corporation, for the Term of twenty-one Years from the Date of the ſaid Letters Patent, ſhould have Power to erect and conſtitute Judicatures and Courts of Record, or other Courts, to be held in his Majeſty's Name, for the Hearing and Determining all Manner of Crimes, Offences, Pleas, *&c.* And it is directed, that all Rents, Iſſues, or Profits, which ſhould come to the ſaid Corporation, iſſuing or ariſing out of, or from, the ſaid Province, ſhould be laid out and applied in ſuch Manner as would moſt improve and enlarge the ſaid Colony, *&c.* And directed, that the ſaid Common Council ſhould from time to time, for the ſaid Term of twenty-one Years, have Power to appoint all ſuch Governors, Judges, Magiſtrates, Miniſters, and Officers civil and military, both by Sea and Land, within the ſaid Diſtrict, as they ſhall think fit and needful for the Government of the ſaid Colony (except ſuch Officers as ſhould be appointed for managing, collecting, and receiving ſuch of his Majeſty's Revenues as ſhould ariſe within the ſaid Province) with a Proviſo, that every Governor ſo appointed, ſhould be approved of by his Majeſty, and qualify himſelf as other Governors in *America* are by Law required to do, *&c.* And they have Power to train the Militia, erect Forts, *&c.* And that they ſhall have Power to import and export their Goods, at or from any Ports that ſhould be appointed by his Majeſty, within the ſaid Province, without being obliged to touch at any other Port in *South Carolina*; and declared, that after the End of the ſaid twenty-one Years, ſuch Form of Government, and making of Laws and Statutes, and Ordinances for the Government of the ſaid Province and its Inhabitants, ſhould be eſtabliſhed and obſerved within the ſame, as his Majeſty, his Heirs, and Succeſſors ſhould ordain and appoint, agreeable to Law; and that after the End of the ſaid twenty-one Years, the Governor, and all Officers civil and military within the ſaid Province, ſhould be appointed by his Majeſty, his Heirs and Succeſſors.

In Conſequence of this extenſive Charter, many Nobles and Men of Fortune undertook, in Quality of Truſtees, to carry the Deſign into Execution, and had as the Object of their firſt Care, the obtaining a ſufficient Fund for enabling them to ſend over a conſiderable Body of People, and to provide them with all Kinds of Neceſſaries; to which they liberally ſubſcribed themſelves, obtained conſiderable Sums by Collection from Perſons who were charitably diſpoſed, to forward the Settlement; and, beſides, procured a Donation from Parliament of 10,000*l.*

The propereſt Method was alſo ſtudied in making this Settlement, that it might both anſwer the intended Ends of their being ſent thither, and alſo contribute as much to the public Utility as poſſible; in order whereto, every Individual was regarded as a Planter and Soldier, and accordingly furniſhed with Arms for Defence and Tools for his Huſbandry, whoſe Uſe and Exerciſe were alſo taught him; it was alſo reſolved, that Towns ſhould be planned, and Lands appointed for the Subſiſtance and Conveniency of the Settler, and theſe be held in Tail-Male, as the propereſt Tenure in this infant Colony. The Introduction of Negroes was alſo prohibited for many Reaſons. And after theſe Diſpoſitions were made, and the Truſtees enabled by public and private Benefactions, one hundred and fourteen Souls, Men, Women, and Children, embarked with *James Oglethorpe*, Eſq; (one of the Truſtees) in *November*, 1732, and ſailed for *Carolina*, where they arrived on the 15th of *January* following; and being aſſiſted by the Governor of *Charles Town*, and other kind Gentlemen, a Town was marked out, and the firſt Houſe begun (ten Miles up the River *Savannah*) on the 9th of *February*; after which Mr. *Oglethorpe* procured all the Aſſiſtance and Neceſſaries he could for his young Colony, ſowed and planted a Quantity of Corn, Herbage, and Fruit, made a Treaty with the *Indians*, and then returned to *England*, in order to continue his good Offices by procuring the neceſſary Supplies to be ſent this Object of his Care; and arrived in Safety, in *June*, 1734, accompanied by ſeveral of the *Indian* Kings, and Chiefs, who were endeared to our Countrymen by the kind Uſage ſhewn them here.

Mr. *Oglethorpe* again embarked, and on the 6th of *February*, 1735, arrived with four hundred and ſeventy Perſons, who were ſettled on the Iſland of *St.*

Simon;

Simon ; and in the preceding Month a Parcel of *Scotch* Highlanders were got there, and eſtabliſhed up the River *Alatamaha*, about ſixteen Miles diſtant from the aforeſaid Iſle; they both built Towns, the *Engliſh* calling theirs *Frederica*, and the *Scots*, *New Inverneſs*: Roads of Communication were made between the Towns of the *Britiſh* Adventurers and the *Indians*, and both the North and South Frontiers were not only ſecured by Fortifications but alſo by an amicable Treaty, concluded with the *Spaniards* of *St. Auguſtin*, which however was diſapproved of by their Court and the Governors of *Cuba* ; and *Spaniſh Florida* had Directions to prepare ſuch a Force as they imagined would be ſufficient to deſtroy our Settlements, as well in *Carolina* as *Georgia* ; to prevent which, his Majeſty was graciouſly pleaſed to order a Regiment of ſix hundred effective Men to be ſent to *Georgia*, for its Defence and Protection, and the Truſtees allotted each one of them a Parcel of Land to encourage their good Behaviour.

The Parliament alſo now granted them 20,000*l.* and 26,000*l.* at ſundry Times afterwards, for their further Aſſiſtance, which enabled the Truſtees to make another Embarkation, and with theſe repeated Augmentations of People, the Towns laid out in this new Colony began to flouriſh. Mr. *Oglethorpe* was appointed Colonel of the aforeſaid Regiment ; and no one could have been more proper for the Command than he, who only uſed his Authority and Care, to protect that Settlement, which with ſo much Fatigue and Aſſiduity he had planted ; but this Reinforcement did not induce him to abate any thing of that Diſcipline he had always obſerved, but he continued to train his Militia, with the ſame Exerciſe and Regularity he had before uſed them to, and diſregarding the Dangers he run, and the Inconveniencies he ſuffered, by travelling in an almoſt unknown, uninhabited, and conſequently an uncultivated Country, he undertook a Journey of five hundred Miles from *Frederica*, purely to encreaſe the Services he had already rendered the Colonies of *Carolina* and *Georgia*, by concluding a new Treaty with the *Indians*, and thereby confirming them in the *Engliſh* Intereſt, at a Time when the *French* were uſing their utmoſt Efforts to draw them off from it ; thus (to advance and ſecure the Happineſs of others) did this worthy Man, with unwearied Diligence, expoſe himſelf to Hazards and Toils, that would have proved unſurmountable to one of a leſs enterprizing Genius and ſteady Reſolution ; but theſe enabled him to go through even ſuch a comfortleſs and tireſome Expedition, as this now mentioned.

The Number of People ſettled in *Georgia* in the firſt eight Years was upwards of two thouſand, which under Mr. *Oglethorpe*'s prudent Conduct, in obedience to the wiſe Regulations and Diſpoſitions of the Truſtees, had now acquired Strength ſufficient to defend themſelves, as they were ſoon obliged to prove; for the War kindled here with the *Spaniards* in 1739, ſoon blazed out in *America*, where General *Oglethorpe*, having with all the other Governors in that Country received his Majeſty's Orders to annoy the *Spaniards* as much as they could, agreed on an Expedition againſt them at *St. Auguſtin*, in Conjunction with the Forces of *Carolina*; and though the Plan of their Operations ſeemed to be well concerted, it unfortunately miſcarried with the Loſs of many Men and much Money. The *Spaniards* in Return paid them a Viſit in the Beginning of *June*, 1742, but met a ſignal Repulſe from the *Engliſh*; for though their Force conſiſted of fifty-ſix Sail, with between ſeven and eight thouſand Men, they were defeated by the Handful General *Oglethorpe* had with him, to the immortal Honour, both of the Soldiers and their Commander, who obliged the Enemy to ſo precipitate a Flight, as to leave part of their Baggage, &c. behind them. The General received the Congratulations and Acknowledgments, ſo juſtly due to his Bravery, from all our *American* Governors, and ought to have the ſame Incenſe paid him, by every Well-wiſher to the Colonies, or indeed *Great-Britain* itſelf.

This Province is ſaid to be capable of producing all that *Carolina* does, though the Truſtees, from an Obſervation that moſt of the *American* Settlements run into a Cultivation of the ſame Commodities, recommended a different Practice here, and ordered a large Plantation of Mulberry-Trees to be made, invited thereto by the Propriety of the Soil, and Agreeableneſs of the Clime for raiſing Silk, of which a Parcel was brought from thence in 1739, and deemed by competent Judges to be very good, though what more it may have produced ſince, I muſt confeſs myſelf ignorant, or indeed, of what other Returns it has made to the People's Expectations, from the large Sums expended on it ; though ſhould it fall ſhort in the Fertility it has been praiſed for, and remit but little in Exchange for the Manufactures it takes from hence, the Eſtabliſhment ought to be ſupported as an important Frontier, whoſe Conſequence has been demonſtrated, in the Stand it made againſt the above-mentioned powerful Attack, which might otherwiſe have proved of fatal Conſequence to ſeveral of our Colonies.

I have

I have now done with our Settlements on the Continent, and ſhall next ſpeak of our *American* Iſlands, equally beneficial to this Kingdom with the Eſtabliſhments, whoſe Trade I have juſt now deſcribed; and ſhall begin with thoſe called the *Caribbee* or *Antilles*, and of theſe with the principal one.

Barbadoes,

WHich was primarily granted by King *Charles* I. (on his coming to the Crown) to *James* Earl of *Carliſle*, who having ſold ſome Parcels to ſeveral Adventurers, they tranſported themſelves thither; and the firſt Improvement they attempted was planting Tobacco; but this not ſucceeding according to expectation, they proceeded to try Cotton and Indigo, which afforded them much better Returns. But I find they made little or no Sugar till 1647, when the Colonels *Modiford*, *Drax*, and *Walrond*, and ſeveral other Cavaliers, were induced by their uneaſy Situation in *England* under the Uſurper, to convert their Eſtates into Money, and to ſeek a quiet Receſs in this fertile Iſle, carrying with them ſuch Implements and Machines, as were proper for Sugar Works, which they intended to propagate, as ſeemingly the Commodity beſt adapted to the Soil, and in which Experience has proved they were not deceived; for it is ſaid that Colonel *Drax* in a few Years acquired an Eſtate of 7 or 8000*l. per Annum*, and married the then Proprietor's (the Earl of *Carliſle*'s) Daughter.

The Encreaſe of its Riches and Inhabitants was a Conſequence of the Soil's Fertility, and a Reward of the Planter's Induſtry, and I believe is unparallelled by any Settlement, of any Nation whatſoever; as in 1626, this Country was ſo far from being ſettled, that it was quite uninhabited, affording nothing for the Support of Life, and overgrown with Shrubs and Buſhes, enough to diſcourage the Attempts of the firſt Planters to clear it; yet in the Space of fifty Years, this Incumbrance was quite deſtroyed, and by an exact Calculation there were in the Iſland at this Period fifty thouſand white People, (of whom twenty thouſand were able to bear Arms) and eighty thouſand Negroes; a ſurprizing Populouſneſs on ſo ſmall a Spot, and in ſo ſhort a Time! though it is probable the Inhabitants would ſtill have encreaſed, had not an epidemical Diſtemper among the Whites, begun in 1691, ſwept off ſuch Numbers of them, that the Calamity has not been repaired to this Day; and it is ſuppoſed, that at preſent there are not above thirty thouſand white People on the Iſland, and of *Negroes*, *Mulattoes*, and *Meſtive* Slaves, about an hundred thouſand.

In 1661, this Iſland was purchaſed by King *Charles* II. of the Lord *Kinoul*, Heir to the Earl of *Carliſle*, ſince which Time it has continued unalienated by the Crown: It lies in 13 Degrees of North Latitude, and 59 of Weſtern Longitude, being about twenty-five Miles in Length, and fifteen in Breadth, very little bigger than the *Iſle of Wight*, and ſuppoſed to contain, according to a round Computation, a hundred thouſand Acres. The whole is ſo entirely planted with Canes, that even common Neceſſaries are not cultivated or raiſed here; ſo that Corn, Fleſh, and Fiſh, is for the moſt Part brought from the northern Colonies, beſides Fuel, and all Sorts of Staves and Boards.

Bridge-Town, or *St. Michael*'s, is the only one of any Conſequence in the Iſland, being ſituate in *Carliſle* Bay, and contains between ten and twelve hundred Houſes, tolerably well built with Brick or Stone, defended by three Caſtles, and accommodated with good Wharfs and Kays, for landing and loading of Goods.

The Product of the Iſle, as has already been remarked, is principally Sugar; tho' beſides this, great Quantities of Rum are diſtilled from the Molaſſes, and it affords ſome Cotton, Indigo, Ginger, and Pimento, all which it returns us in lieu of the Manufactures and Commodities it is ſo largely ſupplied with from hence, beſides the Advantage ariſing from an Employ of Shipping neceſſary to furniſh them with the *Madeira* Wine they want, this being the principal Beverage of the Rich and Opulent in the *Weſt-Indies*.

Of St. Chriſtophers, Nevis, (*or* Mevis) *and the other* Caribbee *Iſlands*.

THE firſt of theſe ſtands next in Regard to *Barbadoes*, being about ſeventy-five Miles in Circumference, and lies in the Latitude of 17° 25′ on this Side the Line. The *Engliſh* and *French* both took Poſſeſſion of it on the ſame Day, and in *May* 1627 divided it between them, continuing in perfect Amity till the breaking out of the War, which deſtroyed the Harmony; and our Countrymen being more powerful than their Neighbours, drove them off the Premiſes, which by the Treaty of *Utrecht* were confirmed to the Crown of *Great-Britain*.

Their chief Product is Sugar, (of which in a common Year they make about 10,000 Hogſheads,) but like the laſt mentioned Iſland, this alſo yields ſome Ginger, Indigo and Cotton.

Nevis, or *Mevis*, was alſo ſettled by the ſame Perſons, and within a Year of the ſame Time as *St. Kitts*

Kitts was, and is commonly the Reſidence of the Governor of theſe *Leeward* Iſlands; it is not above twenty Miles in Circuit, yet has maintained between 30 and 40,000 Whites and Blacks, and produces about 6000 Hogſheads of Sugar.

Montſerrat was begun planting with *Nevis*, and ſeems to be near a Circle of about three Leagues Diameter, more mountainous than any other of the *Antilles*, and yet ſo fruitful in the Vallies and Plains, as to produce 2500, to 3000 Hogſheads of Sugar, (beſides ſome other of the Commodities before-mentioned, natural to theſe Iſles) and to ſupport about 5000 white, and 12 or 14,000 black People.

Barbuda was as early ſettled as either of the two laſt mentioned Iſles, but being different in its Products, and having met with greater Interruptions to their Settlements, by frequent Incurſions from the *Caribbeans*, there are not to this Day 2000 People at moſt on the Iſland, though theſe are all white, as their ſole Employ is Huſbandry, for carrying on which themſelves are ſufficient without Slaves; they raiſe Corn, and feed Cattle, with which they ſupply their Neighbours.

Anguilla, (as it is falſely wrote) or *Snake* Iſland, (as it is more falſely tranſlated) is about ten Leagues long, and three broad, ſomething Eel like, or Serpentine in its Shape, and all ſo level, that there is not a Mountain in it. The firſt Adventurers ſettled here in 1650, and finding this like *Barbuda*, fitter for raiſing Corn and breeding Cattle, than other Productions, they brought their Stock with them, and might undoubtedly, like the Inhabitants of that Iſland, made a better Improvement in their Farming Buſineſs than they have done, had not Idleneſs lulled them into a ſlothful Neglect of the Means Providence had put into their Hands, of procuring a comfortable Subſiſtence; but they content themſelves with a bare Sufficiency for Nature's Support, though not thro' the Inſtigation of any philoſophic Principles, but as the Reſult of a confirmed Sloth and Lazineſs, which is as great as can be, and ſeems the Influence of the Air they breathe, as many from *Barbadoes*, and every other of the *Caribbee* Iſlands have been infected with it on their Arrival here; and it is carried to ſo high a Pitch, that they live in a more lawleſs Manner than even their Predeceſſors, the *Indians*, ever did, having neither a Miniſter nor Magiſtrate among them, ſo little Senſe or Notion have they of Government or Religion.

They hardly amount to a thouſand People, and they have very little Sugar, and I believe no Cotton, Indigo, or Ginger among them.

Antego, or *Antigua*, is about ſixty Miles in Circumference, and was granted by King *Charles* in 1663, to *Francis* Lord *Willoughby*, Governor of *Barbadoes*, on which he ſettled a Colony in about three Years Time; it however afterwards by ſome Means reverted to the Crown. Its principal Town is *St. John*'s, conſiſting of about two hundred Houſes; and Mr. *Harris* ſays, its Inhabitants are reckoned about 1500; though I ſhould judge them to be more from the Quantity of its Products, as of Sugar only it is ſuppoſed to make 16000 Hogſheads, beſides a little Ginger, Indigo, and Tobacco: The Soil in moſt Places is but indifferent, the Heats are greater than in *Barbadoes*, &c. and the Hurricanes more frequent and deſtructive.

Of Jamaica.

THIS Iſland, ranked with the largeſt in *America*, is of an oval Form, near a hundred and forty Miles in Length, and about ſixty in Breadth; it is ſituated in the *Atlantic* Ocean between ſeventeen and eighteen Degrees of North Latitude, and from ſeventy-ſix to ſeventy-nine of Weſtern Longitude, about twenty Leagues Eaſt of *Hiſpaniola*, and as many South from *Cuba*. It is very fertile, and produces ſeveral Commodities more than any other of our Plantations do, as Cocoa, Pepper, and wild Cinnamon; of the firſt however, there is a much leſs Quantity growing, than there was when the *Spaniards* were Maſters of this Iſle, proceeding from the Ignorance of the *Engliſh* in its Cultivation, it being of a very delicate Nature, and requiring great Care to ſhade and Nurſe it, otherwiſe it continues barren, pines, and dies; and notwithſtanding every Precaution is practiſed, that has come to the Knowledge of our Countrymen, they cannot bring it to fructify as it formerly did; of Piemento there are great Quantities, which from its Form, and the Place of its Growth, is called *Jamaica* Pepper, and commonly here in *England* All-Spice; being of a fine high Flavour, and deſervedly reckoned the beſt, and moſt temporate of the many aromatick Drugs brought to us, principally from the *Eaſt-Indies*. The Bark of the wild Cinnamon Tree, is commonly, though falſely called, Cortex Winteranus, and is ſold here as ſuch; but this latter is a Native of the Streights of *Magellan*, from whence it was firſt brought by Capt. *Winter*, who accompanied Sir *Francis Drake* in his Voyage round the World. Beſides theſe Commodities, there are ſeveral other Productions natural to *Jamaica*, as Cotton, which grows here in great Plenty, and finer than that of the *Caribbee* Iſlands; Tobacco, though cultivated in ſmall Quantities,

Quantities, abundance of Fuſtick, Redwood, Logwood, and others, for Dying; beſides ſeveral Sorts of Woods that are ſweet ſcented. The Iſland alſo abounds in Medicinal Herbs and Drugs, as Guaiacum, China, Sarſaparilla, Caſſia, Tamarinds, Vanilloes, Variety of Miſsletoe, and ſeveral ſalutary Gums and Roots.——— Copper Mines have been diſcovered here, of which Metal I have ſeen a Sample from thence very fine and good; but all theſe Products muſt give Place to the Sugar Cane, which has brought ſuch immenſe Riches to the Inhabitants; and the Quantity is not only very great, but the Quality ſuperior even to that of *St. Kits*, which is accounted the beſt in the *Leeward* Iſlands. It is impoſſible to ſay preciſely, how much may annually be made here, as Seaſons differ, and ſeveral Accidents intervene to deſtroy a Certainty; but it is aſſerted by ſome, and not judged by others to exceed the Truth, that a hundred thouſand Hogſheads are a Medium *communibus Annis*. It is likewiſe as difficult to aſcertain the Number of the Inhabitants; but according to the moſt credible Accounts, they are about ſeventy thouſand white People, and a hundred and twenty thouſand Negroes, who are all ſupplied with Clothes, Furniture, *&c.* from hence; and beſides theſe Benefits ariſing from this Colony to the Mother Country, its advantageous Situation for Trade with the *Spaniſh* Continent, enables it to take off large Parcels of Goods to carry thither. And I cannot quit the Subject without mentioning another beneficial Commerce, chiefly carried on from this Iſland, *viz.* that of cutting Logwood in the Bay of *Campeachy*, to which we have an undoubted Right; and this has been ſo clearly proved by many Authors, as to put the Matter beyond Diſpute, notwithſtanding the continued Depredations of the *Spaniards* on this Account, to the no ſmall Detriment of thoſe who are concerned in this Branch of Buſineſs, and conſequently to this Nation in general, as no leſs than 14935 Tons, 3q. 4lb were imported in the Years 1713, 1714, 1715, and 1716; and were the Cutters properly protected, a Sufficiency might now be brought in for our own Uſe, and that of our Neighbours without any Expence to the Government; and as this is not only clear Gain, but occaſions the additional Benefit of employing a conſiderable Number of Ships, I think it challenges a ſuitable Regard, as from what I have here mentioned, it may be reaſonably concluded, that the Profit accruing thereby, cannot be put at leſs than 100,000*l.* a Year.

Of the Lucayos, *or* Bahama *Iſlands.*

THESE lie in the *Atlantic* Ocean, between 21° and 27° of Northern Latitude, and from 73° to 81° of Weſtern Longitude, taking their Name from one of them called *Bahama*, which is ſituate in the Latitude of 26° 30′, at the Diſtance of between twenty and thirty Leagues (ſay ſome, and fifty Leagues, as others aſſert) from the Continent of *Florida*, but *Providence* (lying in the midſt of them) has been pitched on as the Seat of Government, when any has been ſettled here.

Theſe Iſlands were granted by King *Charles* II. to *George* Duke of *Albemarle*, and ſeveral other Noblemen, who ineffectually endeavoured to people them; for as ſoon as ſome Adventurers were got there, they were drove off by the *French* or *Spaniards*; and when this was not the Caſe, they contumaciouſly roſe againſt their Governors, whom they either deſtroyed, or ſent them away Priſoners, to the Diſſolution of all Polity, and their own Deſtruction; ſo that after ſeveral Settlements made, and ſucceſſively deſtroyed, either by the Enemy or themſelves, theſe Iſlands became a Refuge for Pirates, till 1718, when his late Majeſty King *George* I. appointed a Governor, who once more eſtabliſhed a Colony here, where there may now be between fifteen hundred and two thouſand People, though the having a Force in theſe Parts, ſeems more the Motive to their Settling, than what is expected from their Products, for as yet theſe have been but trifling, conſiſting in a little Tobacco, Sugar, *&c.*

Of the Bermudas, *or* Summer *Iſlands.*

THESE received their primitive Denomination from one *Bermudas* a *Spaniard*, their firſt Diſcoverer, and were afterwards called *Summer* Iſlands, from Sir *George Summers*, who was ſhipwreckt, and in another Voyage there reſigned his Breath. They lie within the Limits of the Grant that was made to the *Virginia* Company, who ſold them to a hundred and twenty Perſons of their own Society, and theſe afterwards obtained a Charter from King *James*, which confirmed their Property. This new Company ſoon endeavoured to render their Land profitable, by the Eſtabliſhment of a Colony, and accordingly ſent a Ship there with the firſt Adventurers, in 1610, under the Direction of Mr. *Richard Moore*, who made them an excellent Governor, and ſoon put them in a Capacity to defend themſelves, by building a handſome Town and ſtrong Forts, and by his prudent Management, he diſappointed the *Spaniards* Attempts to land on, and conquer theſe Iſlands in 1614. His firſt Settlement was upon a Plain in *St. George*'s Iſland, where, from a Habitation of Palmeto Leaves, ſprung up *St. George*'s Town, one of the ſtrongeſt and beſt built in our *American* Colonies.

This

This worthy Man was ſucceeded by Capt. *Daniel Tucker*, who being a Perſon of a ſuperior Education to his Predeceſſor, and having ſeen more of the World, exerted his Talents in Favour of the Colony now put under his Care, and eſtabliſhed a regular Form of Government, traced out Plantations, and obliged every one to build uniformly in the Town, and to plant regularly in the Country, ſo that a beautiful Symmetry was ſeen thro' the whole of their Improvements, and Pleaſure with Profit was thus blended.

In 1619, this vigilant Governor quitted to another, who then arrived from *England* with four Ships and five hundred Planters, which were equalled in Number by thoſe already ſettled there, ſo that the Colony began now to make a Figure; ſome Laws were ſettled, the Government directed to be, by Governor, Council, and Aſſembly, as in our other *American* Plantations, and Capt. *Tucker* having before eſtabliſhed a Militia, they were ſecured againſt the Attacks of any Enemy.

The Number of theſe Iſlands is uncertain, as by ſome they are reckoned to be three hundred, whilſt others make them above five hundred. They lie in the Latitude of 32° 30′ North, and in 35° of Weſtern Longitude, a great Diſtance from the Continent, as the nearſt Land, which is *Carolina*, lies at leaſt two hundred and fifty Leagues (as Mr. *Harris*, or four hundred and eighty Miles as Mr. *Echard* ſays) to the Weſt of them.

The Air is deemed extremely wholeſome, and the Country vaſtly pleaſant; the Soil is rich and fertile, inſomuch that *Indian* Corn (their chief Support) is reaped twice here, between the Months of *March* and *December*, and all the Plants, Flowers, and Trees, peculiar to the *Weſt-Indies*, grow here in great Perfection, as thoſe tranſported from *Europe* do; and beſides among the Fruits, the Oranges here in every Reſpect exceed thoſe either of the *Eaſt* or *Weſt-Indies*, as among the Foreſt Trees the Cedar does for any Uſe or Purpoſe whatſoever, more particularly in Ships, ſo that the *Bermudas* Sloops are become famous, both for Service and Sailing.

St. George's Town (the Capital) has no leſs than ſeven Forts to defend it, though indeed the whole Coaſt, and the unknown Rocks are natural Bulwarks to this Country, ſo that the Inhabitants live free from the Apprehenſions of an Enemy, and as happy as a mild Government, and a delightful Country can make them: It is true that the pleaſing Proſpect of Riches, has been the principal Attraction to the peopling of moſt of our other Colonies, tho' the Settling theſe Iſles was apparently from different Motives, as their Trade is very limited, and conſequently the Opportunities of making a Fortune very rare; ſo that the greateſt Inducement the State had to ſettle them, was to keep them from being poſſeſſed by any other Nation; but that ariſing to the Adventurers, was to ſecure to themſelves a ſafe and quiet Retreat, from the Cares and Tumults that the other Parts of the World laboured under, of which they had none here to ruffle and diſturb them, ſo that many with this Philoſophic Diſpoſition, and that could content themſelves with the Pleaſures and Plenty of the Country, retired here with their Fortunes, as others did to procure or preſerve Health, and ſome few on account of Religion.

Their Trade chiefly conſiſts in Timber and Proviſions, (which they ſend to the other Parts of *America*) a ſmall Quantity of Tobacco, and the Building of Sloops, as before-mentioned; ſo that tho' it has for ſome time been a very flouriſhing Colony, it is very little beneficial to the Mother Country, otherwiſe than by the Clothing, and other Neceſſaries it takes from us, which cannot be inconſiderable, when the ſmalleſt Computation makes the Inhabitants to be in Number at leaſt nine thouſand.

Of Newfoundland.

OUR Right to this Iſland has already been inconteſtibly proved by ſeveral good Authors, ſo that any Advances towards it would be ſuperfluous here. It lies between 47 and 52° of Northern Latitude, and is ſo far from being that cold and unhoſpitable Country as many have repreſented it, that *St. John*'s and ſome other Places, have been conſtantly inhabited for many Years paſt; it is very warm in the Summer, and tho' the Snows lie long in the Winter, moſt Sorts of *European* Fruits grow wild here; however were there fewer in Number, and the Soil much worſe than it is, the Advantages of our poſſeſſing it would ſtill ſubſiſt, as theſe do not reſult from what grows here, but from the Fiſhery upon its Coaſts and Banks, and the natural Conſequences of it.

Mr. *Parkhurſt* has given us an Account of its State in 1578, when he ſays, there were about fifty Sail of *Engliſh*, one hundred Sail of *Spaniſh*, beſides twenty or thirty Sail of *Biſcayneers*, fifty of *Portugueſe*, and a hundred and fifty *French* Ships, employed upon that Coaſt, ſo that the Fiſhery muſt have begun long before, to be at ſuch a Height ſo early, and the Importance of it was quickly diſcovered by Queen *Elizabeth*'s wiſe Miniſtry, and by them ſo encouraged, that towards the Cloſe of her Reign, upwards of two hundred Sail of Fiſhing Veſſels were employed, and theſe navigated with more than eight thouſand Seamen.

The Fiſhery has much encreaſed ſince the ſole Poſſeſſion of it was confirmed to the Crown of *Great-Britain*; and though it is impoſſible to aſcertain the Quantity caught there, I am perſuaded from what I have known carried abroad, that it muſt be at leaſt, between three and four hundred thouſand Quintals, which is ſo much Treaſure got from the Bottom of the Sea, beſides the Requiſites for carrying it on, ſent from hence thither, ſuch as Biſcuit, Beef, Pork, Butter, Cheeſe, Linen, and Woollen Cloths, Nets, Hooks, and Lines: It alſo breeds a great Number of Sailors, and employs a great Number of Ships, which occaſions a very conſiderable Circulation in the Trades dependant on them, ſuch as Shipwrights, Boat-Builders, with other Mechanics and Manufacturers; ſo that this Buſineſs may juſtly be compared with the Mines of *Peru* for Riches, but to exceed them by far in the other conſequent Advantages, of encreaſing Power, and comfortably providing for the many thouſands engaged in the different Branches of it.

I have taken no Notice of *St. Lucia*, *St. Vincent*, or *Tobago*, among the *Antilles*, as theſe either are, or ought to be, Neutral, according to Treaties, though their Property is undoubtedly in the *Britiſh* Crown; and I ſhall ſum up my whole Remarks on our *American* Colonies with this Obſervation, that as they are a certain annual Revenue of ſeveral Millions Sterling to their Mother Country, they ought carefully to be protected, duly encouraged, and every Opportunity that preſents improved for their Increment and Advantage; as every one they can poſſibly reap, muſt at laſt return to us with Intereſt.

I now return to *Europe*, after my Tour through *Africa*, *Aſia*, and *America*, where I have only our Trade to the *Baltick*, or with the northern Crowns, left to treat of; and as *Muſcovy* ſtands foremoſt in Dignity, I ſhall give it the ſame Preference here, and begin with

An Account of the Trade between Great-Britain *and* Muſcovy, *carried on by the* Ruſſia *Company.*

OUR Trade with the *Ruſſians* is very conſiderable, and has been ſomething increaſed by the late Acts of Parliament, permitting Silk from *Perſia* to be brought in here thro' *Muſcovy*.

This Commerce is carried on by a Company, projected in the Reign of *Edward* VI. though not eſtabliſhed by Patent, till the 6th of *February*, in the 1 and 2 of *Philip* and *Mary*, whereby was incorporated, *The Merchants Adventurers for the Diſcovery of Lands unknown, and not before frequented*, with Power that the ſaid Fellowſhip ſhould have the ſole Trade to all the Main Lands, Iſles, *&c.* of the Emperor of *Ruſſia*, which Letters Patent were, by an Act of Parliament 8 *Eliz.* (not printed) confirmed to the ſaid Company, by the Name of *the Fellowſhip of* Engliſh *Merchants for Diſcovery of new Trades*, with an Excluſion of all other Subjects from this Trade without the Conſent of the Governor, Conſuls, and Aſſiſtants; though by 10 and 11 *Will.* III. Cap. 6. Sect. 1. it is enacted, that every Subject of this Realm, deſiring Admiſſion into the ſaid Fellowſhip, called the *Ruſſia* Company, on Requeſt to be made to the Governor, Conſuls and Aſſiſtants, or any three of them, ſhall be admitted into the ſaid Fellowſhip, paying for ſuch Admiſſion 5*l.*

Any Perſon reſiding in any out Port, or other Place within this Realm, ſhall be admitted on the ſaid Terms. S. 3.

And it is ſince enacted, that from and after the 24th of *June*, 1741, any Perſons free of the ſaid Fellowſhip of *Engliſh* Merchants for Diſcovery of new Trades, commonly called the *Ruſſia* Company, excluſive of all others, may import into this Kingdom, in *Britiſh* built Shipping, navigated according to Law, from any Place belonging to *Ruſſia*, raw Silk, or any other Commodities, of the Growth or Manufacture of *Perſia*, (provided ſuch Manufacture be made of the Produce of *Perſia*) being purchaſed by Barter, with Woollen or other Manufactures, exported from *Great-Britain* to *Ruſſia*, and from thence carried into *Perſia*, (Gold and Silver in Coin, or Bullion excepted) or with the Produce ariſing from the Sales of ſuch Manufactures, ſo exported to *Ruſſia*, and carried into *Perſia*, upon paying or ſecuring the Cuſtoms and other Duties now payable, by any Law now in Force, according to ſuch Rules, and with ſuch Drawbacks, and under ſuch Penalties, as are by Law preſcribed, on the Importation of the like Goods of the Growth, Produce, or Manufacture of *Perſia*, imported into this Kingdom from any Place in the *Levant* Seas, by any Perſons free of the *Levant* or *Turkey* Company; any thing in the Act of 12 *Car.* II. to the contrary notwithſtanding. 14 *Geo.* II. P. 677.

No Silk, or other Manufactures of *Perſia*, ſhall be imported into *Great-Britain* through *Ruſſia*, by Virtue of this Act, unleſs the Importers take an Oath, or Affirmation, before the Collector, Cuſtomer, or Comptroller of his Majeſty's Cuſtoms, at the Place of Importation; that to the beſt of their Knowledge, the Silk, and other Manufactures of *Perſia*, contained in their Entries, were truly purchaſed by Barter with p. 678.

with Woollen or other Manufactures, exported from *Great-Britain* to *Ruſſia*, and from thence carried into *Perſia* (not being Gold or Silver in Coin or Bullion) or with the Produce ariſing from the Sales of ſuch Woollen, or other Manufactures exported as aforeſaid: And in Default of taking ſuch Oath or Affirmation, all the Manufactures of *Perſia*, ſo imported from *Ruſſia*, ſhall be liable to be forfeited, as if the ſame had been imported contrary to the ſaid Act of 12 *Car.* II.

This Act does not extend to the permitting the uſing or wearing in this Kingdom any wrought Silks or other Commodities, of the Manufacture of *Perſia*, mentioned in the Act of 11 *Will.* III. which Act is hereby confirmed, &c.

23 *Geo.* II. p. 584. Whereas ſoon after the Commencement of the aforeſaid Act of 14 *Geo.* II. a very beneficial Trade between *Great-Britain* and *Perſia* thro' *Ruſſia* was opened, whereby great Quantities of raw Silk, and other Goods and Commodities of the Growth or Manufacture of *Perſia*, were imported in Return for the Woollen and other Manufactures and Goods of *Great-Britain*, upon much eaſier and more advantageous Terms, than the ſame could have been otherwiſe procured; but the ſaid Trade having been for ſome Time paſt interrupted, the Subjects of *Great-Britain* not having been of late permitted, to tranſport *Britiſh* Manufactures and Commodities into *Perſia* thro' *Ruſſia*, in Conſequence whereof, the Importation of raw Silk, and other Commodities of *Perſia* from *Ruſſia*, hath been diſcontinued: And as it would be of great Advantage to the Trade of this Kingdom in general, as well as contribute to the Increaſe and Improvement of the Silk Manufactures in particular, if raw Silk of the Growth or Produce of *Perſia*, purchaſed in *Ruſſia*, were permitted to be imported from *Ruſſia*, in Return for Woollen and other Manufactures exported from *Great-Britain* to *Ruſſia*, although the ſame be not carried from thence into *Perſia*, it is enacted, that from and after the 25th of *December*, 1750, all Perſons free of the *Ruſſia* Company, excluſive of all others, may import into this Kingdom from *Ruſſia*, in *Britiſh* built Shipping, navigated according to Law, raw Silk of the Growth or Produce of *Perſia*, which ſhall be purchaſed by Barter, with Woollen, or other Manufactures, or Commodities exported from *Great-Britain* to *Ruſſia*, although the ſame be not carried from thence into *Perſia*, (Gold and Silver in Coin or Bullion excepted) or with the Produce ariſing from the Sale of ſuch Commodities, and not otherwiſe, upon paying the Cuſtoms and other Duties, &c. P. 585.

No Silk of the Growth or Produce of *Perſia* ſhall be imported from *Ruſſia*, by Virtue of this Act, unleſs the Importer make Oath before the Collector, &c. that it was purchaſed by Barter, &c. P. 586.

This Act ſhall not deprive the *Eaſt-India* Company of any of the Powers and Privileges, &c. which belong to them, or which they might have enjoyed if this Act had not been made.

In conſequence of theſe Acts, the Company have ſomething increaſed their Trade, and would undoubtedly have enlarged it more, had not the Troubles in *Perſia* put a Stop to their Deſigns, at leaſt in ſome Degree, which however may be revived, when the Embroils in that Kingdom by their ſubſiding will permit it.

In return, we import from thence (*extra* of the *Perſian* Commodities) Pitch, Tar, Bees-Wax, *Ruſſia* Leather, Skins, Furs, Pot-Aſhes, Iron, Copper, Hemp, Flax, Linens, and Linen Yarn, Linſeed, Cavear, Sail Cloth, &c.

And our Exports there, are Woollens of various Sorts, Silks, Paper, Mercery, and Hard-Wares, Arms, Powder, Brimſtone, Lead, Pewter, Herrings, Incenſe, Copperas, White-Lead, Dying Woods, Gold and Silver Thread, Sugar, Pepper, &c.

Of the Trade between Great-Britain, Denmark, *and* Norway.

THOUGH the *Danes* are Maſters of one of the ſafeſt and fineſt Ports in *Europe*, I mean *Copenhagen*, yet their Trade has always been inconſiderable, comparatively with that of other Powers, as their Country affords but little towards carrying it on; however of this I ſhall have occaſion to ſpeak, when I come to treat of thoſe Kingdoms; our Exports there are but trifling, being reduced to a few Woollens, Paper, Drugs, Pepper, Tin, Herrings, &c. and as our Imports greatly exceed our Exports in Value; this muſt conſequentially be a very loſing Trade to us, and as ſuch ſhould have been dropped long ago; more eſpecially as every Commodity we receive from thence, might be better furniſhed from our own Plantations, they conſiſting principally in Pitch, Tar, Fir, Timber, Deals, Maſts, Yards, Spars, Baulks, ſome few Furs, Skins, &c.

Of Great-Britain's *Trade with* Sweden.

THIS is a more conſiderable, though not a bit more beneficial Commerce than the laſt mentioned, as the Ballance is greatly againſt us, and might eaſily be remedied by the frequently propoſed Means, of encouraging a Supply from our own *American* Settlements, as the Imports from thence are pretty near of the ſame Sort with thoſe from *Denmark, viz.* Pitch, Tar, Hemp, Flax, Furs, Copper, and Iron; and they in Return take from us, Broad Cloth, fine Stuffs, and ſome other Woollens, wrought Iron, and Braſs, Horological Works, Paper, Pepper, Tin, Herrings, Drugs, *&c.*

Of the Commerce between Great-Britain, Poland, *and* Pruſſia.

THIS Trade is of no great Importance, nor varies much from the two laſt mentioned, tho' it is not ſo ſmall neither as to be left out in a Work of this Nature, as it takes off pretty large Quantities of our Manufactures, though principally from the *Dutch*: *Poland* has no other Ports than *Dantzick* and *Elbing*, from whence we import Naval Stores (as from *Denmark* and *Sweden*) with ſome Iron, Steel, Pot Aſhes, Sturgeon, Linen, and Sail Cloth; and in return, ſend them ſeveral Sorts of Woollens, Herrings, Mercery, and Drapery; ſome Tobacco, Sugar, Rice, *&c.* as we do to the *Stetiners* in *Pruſſia*, though from thence we receive but very little in return. *Dantzick* alſo furniſhes us with Spruce Beer, and Bees Wax, as both this and *Stetin* does with Eaſt Country Plank.

Of the Trade which Great-Britain *carries on with the* Auſtrian Netherlands.

THIS is a very extenſive and beneficial Commerce, as it takes off great Quantities of our Products and Manufactures; it is ſaid that with Butter only, they have frequently two hundred Sail yearly, of which the greateſt Part is from *Ireland*, and oftentimes as many more loaded with other Proviſions: We alſo furniſh them with Leather, Hats, Cotton, and Cotton Yarn, Grogram, Goatſhair, Tallow, Malt Spirits, a little Silk, and large Parcels of *Sheffield* and *Birmingham* Wares. In Return of which, we receive from them, Bone Lace, Cambricks, Lawns, fine Thread, Tapeſtry, *&c.*

This finiſhes my Account of the Trade of *Great-Britain*, which I have endeavoured to render as plain to my Readers as I poſſibly could in ſo limited a Space; and I now proceed to give an Abſtract of that carried on in *Ireland*, which I ſhall do in the ſame Manner as I have hitherto obſerved, by diſplaying the Greatneſs of its Product and Manufactures, and then adding an Account how they are diſpoſed of.

THE Products of *Ireland*, as has been already ſhewn, are ſimilar to thoſe of *Great-Britain*, and their Manufactures would be ſo too, were they not reſtrained by Act of Parliament from interfering with thoſe of this Kingdom; tho' theſe Limitations the *Iriſh* highly complain of, and deem themſelves too ſeverely treated in being denied to export any of their Woollens but to *England* only.

They poſſeſs the Principles of the Woollen Manufacture (*viz.* Wool, Fuller's Earth, *&c.*) in as great a Degree of Perfection as we, and the Cheapneſs of their Living gives them vaſtly the Advantage in working them up, both in reſpect of the Value of the Materials, and the Price of Labour; ſo that were not their Exports thus prohibited, their Commerce would greatly claſh with ours, and this Interference prove prejudicial to both; therefore to alleviate this ſeeming Hardſhip as far as a prudential Care of our own Trade will ſuffer; the *Iriſh* are permitted, not only to introduce their Wool here, but to import their Yarn alſo, which they annually do to the Amount of forty thouſand Packs; and though this Reſtriction undoubtedly contracts their Trade, and reduces it into a much narrower Compaſs, than would otherwiſe bound it; yet this being the only one they are burthened with of ſuch a Nature, their foreign Trade is very conſiderable, notwithſtanding it is confined to the mere Produce of their Land, and Linen-Looms; the firſt of theſe conſiſts chiefly in Beef, Pork, Butter, Leather, Tallow and Corn, and for the Diſpatch of what is ſuperfluous, and unconſumed at home, they have different Channels, *viz.* To *Flanders* and the *Low-Countries* they ſend Butter, Tallow, and Leather, in great Quantities (more eſpecially of the former.) *France* and the *Britiſh Colonies* take off large Parcels of their barrelled Beef, as theſe latter do now of their Linens, which are alſo permitted Importation here Duty free, ſo that many Millions of Yards are annually brought in; they likewiſe ſend yearly good Store of Pilchards and Herrings to *Spain* and *Portugal*, ſo that their Exports, though deprived of any Woollen Mixture, are very great,

great. However, to give my Reader a better Idea of them, I ſhall borrow ſome Extracts of the Imports from Mr. *Dobbs*'s curious Calculations, and add ſome of his Sentiments concerning the Commerce of that Iſland, of which his Writings prove him to have been a perfect Maſter.

In the Year 1681	the Exports amounted to 58281 4*l.*	and the Imports to 433040*l.*
1695	295592	391524
1696	398237	334963
1697	525004	423182
1698	996305	576863

And the ſaid Gentleman ſuppoſes it very probable that their Exports, from the Reſtoration to the Revolution, did not exceed 600,000*l.* *per Ann.* which on the Prohibition being then laid upon their Exporting live Cattle and Sheep into *England*, chiefly conſiſted of Wool, and the Produce of their Cattle; and it may be obſerved, that their Exports increaſed in 1696, 1697, and 1698, though their Imports did not riſe in Proportion, which occaſioned the Ballance of this laſt Year to be greater in their Favour than ever it was in *Ireland*, except in 1715; and the Reaſons aſſigned for it are their falling into the Woollen, and at the ſame Time laying a Foundation of the Linen Manufacture; beſides, it being the ſucceeding Year to the Peace of *Ryſwick*, Trade began to revive, and occaſioned a briſker Demand for *Iriſh* Proviſions.

The following is a continued Abſtract of the ſaid Imports and Exports from 1710 to 1727, ending at *Lady-Day*.

Years	Exports			Imports			Ballance			Contra Ballance		
	l.	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
1710	712497	2	6½	554247	12	4	158249	10	2½			
1711	878237	4	10	670948	13	8½	207288	11	2			
1712	889339	7	0½	774420	12	6¼	114918	14	6¼			
1713	890437	5	3¼	659665	0	10¼	230772	4	5			
1714	1422227	7	5	1016122	13	7	406104	13	10			
1715	1529765	14	1¾	972688	9	11½	557077	4	2¼			
1716	1255083	7	10	875565	19	11¼	379517	7	10¼			
1717	1180012	10	4	907160	10	10¾	272851	19	5¾			
1718	1115304	6	11½	887758	16	6¾	227545	10	4½			
1719	1038381	7	1½	891678	5	6½	146703	1	7			
1720	859581	5	1¼	683364	1	6¼	176217	3	7			
1721	986346	14	2	730558	10	9¾	255788	3	4¼			
1722	1074269	12	2¼	829367	17	2¾	244901	15	0			
1723	1090675	13	5¾	920802	11	6	169873	1	11¾			
1724	1053782	13	11½	819761	13	3¼	234021	0	8¼			
1725	1026537	6	4	889832	18	5¾	136704	7	10¼			
1726	1017872	15	4¼	1030059	16	4½				12187	1	0¼
Total	18020351	14	2	14114004	5	1	3906347	9	1	12187	1	0¼

This Abſtract affords Matter of Remark in the ſeveral Riſes and Falls both in Exports and Imports it acquaints us with, which irregular Startings Mr. *Dobbs* imputes to the Quantity of Linens exported, or to the failing or abounding of the Crop of Seeds at home; ſo that as both, or either of theſe, were more or leſs, the Imports and Exports roſe and fell in Proportion.

I now

I now add a Calculate of the Ships (and their Tonnage) employed in carrying on this Trade, as alſo of the Proportion the ſeveral Nations concerned therein bear with the *Iriſh*, by giving their Tonnage in 1722, and 1723.

Years commencing *Lady-Day*	Number of Ships	Tuns	Tonnage of Ships at a Medium	In 1722	Tuns	Tuns in 1723
1714	3081	161115	52.27	*Engliſh*	218299	96440
1719	3341	135887	40.67	*Scotch*	18355	19247
1720	3167	187041	59.09	*Iriſh*	33312	42136
1721	3334	158414	47.51	*Daniſh*	11201	9292
1722	3657	286594	78.36	*Dutch*	2444	3915
1723	4012	173986	43.36	*French*	2868	2751
1724	3829	170273	44.46	*Spaniſh*	115	205
Total	24421	1273310				
Medium.	3488.7	181901	52.14	Total	286594	173986

And I ſhall next ſubdivide their Exports, and range them under their ſeveral Heads; *viz.* the Produce of Cattle and Sheep, of Grain, Fiſh, Linen, Rape; others not reduceable to theſe Heads, as Iron, Wood, *&c.* and Goods re-exported; and of all theſe in their Order, commencing with an Abſtract of their grazing Produce, and herein diſtinguiſhing between Sheep and other Cattle for eight Years, ending *Lady-Day*, 1727, and ſtrike Mediums as I go along.

An Abstract of the Value of the Produce of Cattle and Sheep exported.

Years	Produce of Cattle *l.*	*s.*	*d.*	Years	Produce of Sheep *l.*	s.	*d.*
1719	530830	16	7	1719	109942	8	1
1720	445946	10	3	1720	89401	11	0
1721	485699	13	5¾	1721	135196	11	1½
1722	506337	6	10¼	1722	162476	3	4½
1723	502962	14	10½	1723	187284	3	4
1724	524710	11	2½	1724	132148	19	1½
1725	505769	0	5¾	1725	95730	13	1¾
1726	473937	19	8¾	1726	101942	7	9
Total——	3976194	13	5½	Total——	1014122	16	11¼
Med.——	497024	6	8	Med.——	126752	17	1
	Medium of Cattle and Sheep				623777	3	9

The Produce of the Exports of Grain and Fiſh.

Years	Grain *l.*	*s.*	*d.*	Years	Fiſh *l.*	*s.*	*d.*
1719	56145	0	11	1719	15169	16	6
1720	44253	2	4½	1720	13669	10	9
1721	38208	15	8½	1721	12055	10	2¼
1722	17664	12	11¼	1722	16246	17	5
1723	42154	3	8¾	1723	11313	12	10
1724	47410	4	1	1724	15713	9	7
1725	18515	3	9	1725	17544	10	0
1726	27005	2	4½	1726	15911	16	6
Total	291356	5	10½	Total——	117625	3	9¾
Med.	36419	10	8¾	Med.——	14703	2	11

The

The Produce of the Exports of Linen and Rape.

Years	Linen l.	s.	d.	Years	Rape l.	s.	d.
1719	268021	13	0				
1720	214217	13	6	1720	7383	8	4
1721	259519	8	0	1721	2234	0	0
1722	312964	12	0	1722	641	10	0
1723	281549	13	6	1723	450	0	0
1724	275573	9	10	1724	1464	0	0
1725	323628	16	0	1725	10849	0	0
1726	342295	0	9	1726	2205	13	2
Total —	2277770	6	7	Total —	25227	11	6
Med. —	284721	6	$9\frac{7}{8}$	Med. —	3601	1	$7\frac{5}{7}$

The Produce of the Exports of Iron, Wood, &c. not reduceable to the former Heads.

Years	l.	s.	d.
1719	16073	1	5
1720	27217	14	$10\frac{1}{2}$
1721	17904	6	$2\frac{3}{4}$
1722	21381	9	$11\frac{1}{2}$
1723	22277	1	$8\frac{3}{4}$
1724	24872	9	11
1725	21659	2	7
1726	14905	14	$3\frac{1}{2}$
Total—	166291	1	0
Med. —	20786	7	$7\frac{1}{2}$

The Produce of Goods re-exported.

Years	l.	s.	d.
1719	42198	10	$7\frac{1}{2}$
1720	34762	8	$9\frac{3}{4}$
1721	35528	9	$4\frac{3}{4}$
1722	36506	19	$8\frac{1}{4}$
1723	42684	3	$5\frac{3}{4}$
1724	31889	10	$2\frac{1}{2}$
1725	32840	9	$4\frac{1}{2}$
1726	39669	0	$9\frac{1}{2}$
Total	296079	12	$4\frac{1}{2}$
Med.	37009	19	$0\frac{5}{8}$

From which Calculations may be ſeen, the annual Profit ariſing to the Nation at a Medium of eight Years of the ſeveral *Iriſh* Exports, *viz.* from Cattle and Sheep, which includes their Grazing, from Agriculture, Fiſh, Linen Manufacture, and other Goods not reduceable to theſe Heads, as Iron, Wood, *&c.* and from Goods re-exported.

And for the greater Satisfaction of thoſe who would more nicely inveſtigate the Advantages accruing to the *Iriſh* upon their grazing Farms, I have here added an Account of the moſt material Articles under that Head, at the Medium of their Quantities and Values.

	Nº at a Medium	l.	s.	d.
Beef, Barrels	135270	120771	16	4
Butter, Hundreds	161123	161182	4	5
Hides { raw	$78193\frac{3}{7}$	44848	6	10
Hides { tanned	$66635\frac{5}{7}$	51678	12	$10\frac{1}{2}$

Tallow

		l.	*s.*	*d.*
Tallow, Hundreds	51274	64254	2	4
Calve Skins, Dozens	11603¾	13924	13	6¼
Barrels of Pork	10322½	16000	0	0
Bacon and Lard		995	10	8
Candles		6286	19	11
Soap		600	0	0
Cheeſe		3480	9	0
Goats and Kidſkins		1100	0	0
Horſes		3806	0	0
Rabbit Skins		4100	0	0
Wool, reduced to the Stone of 16 lb.	123590	40861	16	9½
Woollen Yarn, at ditto	27240	14269	8	5
Worſted Yarn, at ditto	76219	62423	10	7¾
Sheep and Lambſkins		6844	16	2¼
Manufacture from Sheep, *viz.*				
Frize, Flannel, Glue, Gloves and Hats		2353	5	0

There are ſome other trifling Articles, hardly worth Regard; however, I ſhall juſt mention them, as they import ſomething, and they are, Horſe and Cow Hair, Ox Bones, Greaves, *&c.*

By the foregoing Calculation of the Exports, it may be ſeen how ſmall the Value of thoſe of Fiſh are, to what might be expected from any Nation not entirely inſenſible to the Advantages Providence has given it above others for Improvement therein; and the *Iriſh* Supineneſs by far exceeds the *Engliſh* in this Particular, though both have hitherto been ſurprizingly indolent in what ſo nearly concerns them; but from the Encouragement lately given by the Legiſlature, and the hearty Concurrence of many Gentlemen of Fortune and Capacity for carrying into Execution the well concerted Schemes to employ the Poor and promote the Fiſhing Trade, we may juſtly promiſe ourſelves a Change of Scenes, as the Proſpect already brightens, and *Neptune* ſeems propitious to the Beginning of our Commerce with him; ſo that in the Fiſheries lately ſettled here we have greatly outſtript our *Hibernian* Fellow-Subjects; yet they in their Turn exceed us, in their darling Linen Manufactures, about which I ſhall add a Word or two more before I cloſe the Subject, and that ſhall be to ſhew how much they have improved in a very few Years.

	l.	*s.*	*d.*
In 1701, there was exported 188000 Yards of Linen, Value	14112	0	0
Linen Yarn 7821 C. 1q. 16lb. value	39106	18	4
Total	53218	18	4

This hath gradually riſen to *Lady-Day* 1727, when the Yards of Linen Cloth exported in 1726, were 4768889¾, value	238444	9	9
Linen Yarn that Year 17287C. 3q. 4lb. value	103726	11	0
Stockings 124 Doz.	124	0	0
Total	342295	0	9

So that in thoſe few Years, the ſaid Manufactures increaſed in Value				289076	2	8
Viz. the Manufacture of Linen and Stockings	224456	9	9			
Notwithſtanding which, the Exports upon Yarn have increaſed	64619	12	8			

And

And this Manufacture is all clear Gain to the Nation, except about 24400*l.* paid abroad for Flax, Flax Seed, Pot-Aſh, and Soap.

Our Author could furniſh me with many other curious and pertinent Obſervations, had I Room to inſert them, but for want of this, I muſt omit what would undoubtedly afford ſeveral of my Readers a Pleaſure, and proceed to give ſome Account of the *Iriſh* Imports; in doing which, I ſhall obſerve the ſame Method, as has ſerved me for a Rule in treating of their Exports.

Their Imports at a Medium of ſeven Years, ending at *Lady-Day* 1727, amounted to 843392*l.* 9*s.* 10*d.* 27/28 and the Values of the ſeveral Goods here mentioned, at the Medium of the ſeveral Years annexed to each Species, are the Proportions of the Parts, which contribute to make up that Total, *viz.*

The Number of Years upon which each Medium is ſtruck.

Years		*l.*	*s.*	*d.*
9 *French* Wine valued at 20*l.* *per* Ton		83156	5	10½
4 Of ditto, at ditto		91658	14	6
9 *Spaniſh* Wine, at 30*l.* *per* Ton		15704	13	7½
9 *Port* Wine, at ditto		3169	11	9
6 *Rheniſh* Wine, at 36*l.* *per* Ton		1704	19	8¼
Taking the *French* at the four Years Medium	Total	112237	19	6¾
6 Brandy at 1*s.* 4*d.* *per* Gallon		23446	18	6
	Total Wine and Brandy	135684	18	0¾

	l.	*s.*	*d.*
Wines imported in 1726	142586	8	5¼
Brandies for the ſaid Year	30871	13	9
	173458	2	2¼

This was a vaſt Year's Import, but partly occaſioned by the Stop put to the Trade commonly carried on by the *Iſle of Man*; however the Wines and Brandies, being lodged there from *France* in former Years, would have increaſed the Medium, had they been annually added to the Importation equally as now.

Medium of the Imports continued.

Years	*l.*	*s.*	*d.*
6 Paper at 8*s.* *per* Ream, value	8624	0	2½
6 Wood, Cent. { Baulks at 42*l.* / Deals at 3*l.* }	40666	13	4
6 Whalebone, at 17*l.* *per Cent.*	5503	13	5¼
6 Tobacco, at 4*d.* *per Lib.*	59529	7	2
6 Tea, at 5*s.* ditto	12263	15	0
6 Silk Manufactured, at 3*l.* 10*s.* ditto	37955	12	1½
6 Raw Silk, at 18*s.* ditto	21084	5	9½
6 Silk thrown, undyed, at 11*s.* ditto	17613	8	4
6 Salt, foreign, at 12*d.* *per* Buſhel	9132	10	8
6 White Salt, at 8*d.* *per* ditto	8921	8	4¼
6 Salt, Rock, at 12*s.* *per* Ton	1425	12	10
6 Flour, at 1*l.* 10*s.* *per* Barrel	4083	10	11
6 Hulled Barley, at 1*l.* 5*s.* *per Cent.*	677	4	2
6 Wheat, at 1*l.* 8*s.* *per* Quarter	27048	4	6

		l.	*s.*	*d.*
5	Barley and Malt, at 12*s. per* ditto	7255	2	10¾
6	Muſlin, at 2*s.* 6*d. per* Yard	18197	17	11
6	Holland, at 5*s. per* Ell	5806	17	10¾
6	Cambricks, at 7*s. per* ditto	7394	18	7¾
3	Bone Lace, at 16*s. per* Yard	6016	10	11
6	Hops, at 3*l. per Cent.*	40681	18	5½
6	Hemp, at 1*l.* 12*s. per* ditto	10480	4	6
6	Incle { unwrought, at 5*s. per Lib.*	3044	5	2½
	Incle { wrought, at 7*s. per* ditto	754	5	7
6	Sugar-candy, at 6*l. per Cent.*	943	4	3
6	Loaf Sugar, at 5*l. per* ditto	7910	8	6¼
6	*Muſcovado* Sugar, at 2*l. per* ditto	52940	7	9
6	Powder Sugar, at 3*l.* 10*s. per* ditto	3329	11	1½
4	Gloves, at 4*s. per* Pair	679	10	0
5	Glaſs { Caſes, at 1*s.* 6*d. per* ditto	1932	18	6
	Glaſs { Drinking, at 2*d. per* Piece	1108	16	3
	Glaſs { Ware	2251	9	8½
6	Fuſtians, at 18*s. per* End	4080	15	0
4	Flax, at 1*l.* 6*s. per Cent.*	13888	13	3
6	Herrings, at 14*s. per* Barrel	4407	5	8
5	Earthen Ware	5242	15	2¾
6	Madder, at 2*l. per Cent.*	5128	8	0
6	Coffee, at 16*l. per* ditto	6176	3	0
6	Coals, at 14*s. per* Ton	42059	0	8
6	Glaſs Bottles, at 1*s.* 3*d. per* Dozen	3419	7	6¼
6	Bark, at 6*s. per* Barrel	16116	10	3
6	Grogram Yarn, at 4*s. per lib.*	6022	17	4
5	Cotton Wool, at 5*l. per Cent.*	1560	18	3
6	Saltpetre, at 4*l.* 4*s. per* ditto	2206	8	5
5	Pot Aſh, at 1*l.* 5*s. per* ditto	2091	9	10
5	Linſeed, at 2*l.* 16*s. per* Hogſhead	8156	8	6¼
5	Gunpowder, at 3*l.* 5*s. per Cent.*	1854	13	1½
4	Liquorice, at 1*l. per* ditto	207	6	11
4	Succus Liquor, at 8*d. per lib.*	779	2	5½
2	Scythes, at 16*s. per* Dozen	2072	9	8
2	Knives, at 2*d.* each	2651	4	9
3	Drapery. { Old, at 15*s. per* Yard; New, at 2*s. per* ditto; Prunello, at 3*s.* 6*d. per* ditto; Shag, at 4*s.* 6*d. per* ditto }	23679	2	0
3	Iron, at 14*s. per Cent.*	29678	16	7
2	Thread, Gold and Silver, at 3*s. per lib.*	5351	2	6
3	Thread { Siſters, at 12*s. per lib.*	1185	8	0
	Thread { Whited brown, at 2*s.* 6*d. per* ditto	253	0	7
3	Needles, at 5*l. per* dozen thouſand	337	3	6
3	Pins, at 14*s. per* ditto	61	9	2
3	Thimbles, at 2*l.* 10*s. per* thouſand	266	0	6
3	Hats, at 15*s.* each	723	0	0
3	*Seville* Oil, at 3*s.* 6*d. per* Gal.	4533	11	4½
3	Linſeed Oil, at 2*s.* 6*d. per* ditto	1507	0	11¼
2	Train Oil, at 1*s.* 6*d. per* ditto	1873	11	3¼

Books,

	l.	s.	d.
Books, Value	7800	0	0
Candle Wick, at 3*l.* *per Cent.*	640	0	0
Wool Cards, at 12*s.* *per* Dozen	800	0	0
Drugs, Value	5470	0	0
Allum, at 15*s.* *per Cent.*	1200	0	0
Cochineal, at 18*s.* *per lib.*	2800	0	0
Indigo, at 3*s.* 6*d.* *per lib.*	4200	0	0
Logwood, at 18*s.* *per Cent.*	2200	0	0
Redwood, at 2*l.* *per Cent.*	4880	0	0
Steel, at 1*l.* 10*s.* *per Cent.*	1500	0	0
Lead, at 12*s.* *per Cent.*	6600	0	0
Lawns, at 6*s.* *per* Ell	1000	0	0
Millinery Ware	2000	0	0
Slates, at 8*s.* *per* thouſand	700	0	0
Snuff, at 2*s.* *per lib.*	2300	0	0
Stockings { Silk, at 15*s.* / Worſted, at 6*s.* }	500	0	0
Pitch, at 15*s.* *per* Barrel	1330	0	0
Tar, at 12*s.* *per* ditto	1600	0	0
Rozin, at 18*s.* *per Cent.*	1150	0	0
Cyder, at 8*l.* *per* Ton	2500	0	0
Toys, at	1800	0	0
Pewter and Tin	2700	0	0
Cork, at 3*s.* *per Cent.*	3300	0	0
Oranges and Lemons	3000	0	0
Wallnuts, at 2*l.* *per* Barrel	2000	0	0
Vinegar, at 10*l.* *per* Ton	2500	0	0
Pruins, at 15*s.* *per Cent.*	1500	0	0
Groceries of Spice and Fruit	20600	0	0
Wire { Iron, at 2*l.* 4*s.* *per Cent.* / Steel, at 12*l.* / Lattin, at 7*l.* / Braſs, at 7*l.* }	3300	0	0
Spaniſh Wool, at 2*l.* 15*s.* *per Cent.*	368	0	0
Copper Plates, at 6*l.* 10*s.*	3725	0	0
Battery and Braſs Shruff, at 5*l.* and 8*l.* *per Cent.*	1600	0	0
Painting Stuff	270	0	0
Tin Plates, at 3*l.* *per* Barrel	1000	0	0
Garden Seeds, at 2*s.* 8*d.* *per lib.*	1450	0	0
Lattin, at 7*l.* *per Cent.*	240	0	0
Lampblack, at 4*s.* 6*d.* *per lib.*	740	0	0
Iron Ore, at 10*s.* *per* Ton	990	0	0
Goats Hair, at 4*s.* *per lib.*	800	0	0
Fans, at 1*s.* 8*d.* each	860	0	0
Apples, at 2*s.* 6*d.* *per* Buſhel	360	0	0
Total	862786	17	$2\frac{1}{2}$
The Imports, at a Medium of ſeven Years as before being	843392	9	$10\frac{17}{28}$
This exceeds that Medium	19394	7	$3\frac{25}{28}$

Beſides

Beſides theſe Mediums here given, there are ſeveral ſmall Parcels and Articles not mentioned, which, if added, would have increaſed this Exceſs of the Medium ten or twelve thouſand Pounds; and to obviate what may be ſaid againſt this Exceſs, and give the Reaſon why it can by no Means tally with the Medium of ſeven Years, as alſo how the Exports have been calculated, I ſhall inform the Reader, that our Author thinking it would have been endleſs to take Extracts of all the Particulars of the Imports from the Cuſtomhouſe Books for each Year's Abſtracts, he therefore ſingled out the full Extracts for the Year ending at *Lady-day*, 1726, and all the Species of Goods exported and imported; then he took out all the Exports for eight Years, and ſtruck his Medium upon them, and took only the Imports which appeared largeſt and affected their Trade moſt; thoſe he took carefully for ſix Years, as is before noted to each; others, not deemed ſo material, are only taken for five, four, or three Years; and thoſe here inſerted without naming any Years to them, were taken from the Extract of 1725. This is the Reaſon why they can by no Means tally, as having been taken at a Medium of Years, ſome more, ſome leſs, and alſo the fewer Years in the Medium as the Imports increaſed ſo conſequently muſt the Medium. And tho' for theſe Reaſons they could not be made to tally; yet, a juſt View of the Nature and Quantity of the Imports may eaſily be deduced from what is here inſerted concerning them.

And as I have given an Account of the Exports and Imports of *Ireland* in general, I ſhall now do it in Particulars; and ſhew how the Ballance ſtands reſpectively with every Country they trade to, beginning this Calculation with an Abſtract of ſeveral Years Dealings here.

An Abſtract of the Exports, Imports, and Ballance with England *for eight Years, from* Lady Day, 1719, *to* Lady Day, 1727.

Years	Exports			Imports			Ballance			Contra Ballance		
	l.	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
1719	447659	2	11½	476187	14	1¼				28528	11	1¾
1720	363529	10	5	375803	8	8¼				12273	18	3¼
1721	440946	17	6¼	409605	6	6½	31341	11	0¼			
1722	544002	7	8¼	507737	10	3½	36264	17	4¾			
1723	554431	1	5¼	519362	5	1	35068	16	4¼			
1724	476632	14	10½	441799	3	6½	34833	11	4			
1725	467949	2	7	501649	6	3½				33700	3	8½
1726	495497	13	3¼	558261	10	3¼				62763	17	0
Total	3790648	10	9½	3790406	4	9¾	137508	16	1¼	137266	10	1½
Med.	473831	1	$4\frac{3}{16}$	473800	15	$8\frac{7}{32}$	30	5	$7\frac{31}{32}$			

	l.	*s.*	*d.*
The Medium of the Exports to *England*, in Linen, and Linen Yarn, is about	267000	0	0
In Wool, Woollen, and Worſted Yarn	117554	15	10¼
	384554	15	10¼
In Copper Ore, Feathers, Hair, raw Hides, Kelp, Calve Skins, Goat, Kid, Sheep, Lamb, and Rabbit-Skins, and Tallow	55408	0	0
Total of all	439962	15	10¼

The other Articles which make up the Remainder of the Exports, amounting to about 33900*l.* are Goods re-exported, Beef, Butter, *&c.*

From which the Author obſerves, that *Ireland* furniſhes us with the firſt Principles of ſeveral of our Manufactures, *viz.* Wool, Ore, Skins, Hair, Feathers,

thers, Hides, Tallow, and Linen Yarn; and of the 473800*l.* 15*s.* 8 $\frac{7}{12}$*d.* Imports from hence, he obſerves, that 248439*l.* are from our own Products and Manufactures; from our *American* Colonies, and *Eaſt-India* Company 167536*l.* and the reſt by the *Dutch*, *Flemiſh*, *Baltick*, and *Mediterranean* Trades.

Thus ſtands the Trade between *England* and *Ireland*, and I ſhall next conſider this latter's Commerce with *Scotland* and the *Iſle of Man*, annexing an Abſtract of the *Iriſh* Exports, Imports, and Ballance, with that Part of *Britain*, for the like Term of eight Years, as follows.

Years	Exports			Imports			Contra Ballance		
	l.	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
1719	13690	19	0	37868	19	3¼	24178	0	3¼
1720	10352	4	4	27706	18	4¾	17354	14	0¾
1721	11256	15	2¾	29151	10	11½	17894	15	8¾
1722	14398	2	9¼	27468	14	10½	13070	12	1¼
1723	23578	5	8	33497	2	4¼	9918	16	8¼
1724	21250	0	3	31003	0	1¼	9752	19	10¼
1725	10023	12	4	38938	0	3¾	28914	7	11¾
1726	9384	2	0¾	29762	13	2¾	20378	11	2
Total	113934	1	7¾	255396	19	6	141462	17	10¼
Med.	14241	15	2⅝	31924	12	5¼	17682	17	2⅞

The Exports to *Scotland* and the *Iſle of Man*, conſiſt of Oatmeal and other Grain, Beef and Kine, Horſes, Hides, Butter, Cheeſe, Soap, Linen, and Mutton, to the Value of 11900*l.* and ſome other ſmall Articles with Wine and Brandy, make up the Medium.

The Imports from thence conſiſt of Coals, Tobacco, Bark, Brandy, Barley, and Malt, Groceries, Linen, and Kenting, Wine, Timber, Linen, Yarn, and Herrings, to the Amount of 31700*l.* which with ſome other trifling Articles make up the Medium.

The following is an Abſtract of the Exports to *America* for the ſame Number of Years, *viz.*

Years	*l.*	*s.*	*d.*
1719	77190	8	8½
1720	88980	18	9
1721	68404	3	2½
1722	74344	9	6¾
1723	82806	6	9⅜
1724	96825	8	10
1725	103998	2	4½
1726	110313	19	7¼
Total	702863	17	9⅞

The Medium of which is our annual Ballance, *viz.* 87857*l.* 19*s.* 8 $\frac{7}{64}$*d.*

Our Exports to *America* conſiſt of	
Beef, about	61500
Butter	10000
Pork	8600
Linen	3500
Fiſh	8800
Bread	1300
Cheeſe and Candles	1000
Total	86790

Which with ſome other ſmall Articles make up the Medium.

The next particular Trade to be conſidered is the *Eaſtland*, which comprehends all the Countries northward of *Holland*, upon the Continent from *Embden* to *Archangel*, the *Sound* and *Baltick* conſequently included; an Abſtract of which for eight Years, ending at *Lady-Day*, 1727, is here given, *viz.*

Years

Years	Exports *l.*	*s.*	*d.*	Imports *l.*	*s.*	*d.*	Ballance *l.*	*s.*	*d.*	Contra Ballance *l.*	*s.*	*d.*
1719	81514	9	1 1/4	70395	16	10 1/2	11118	12	2 3/4			
1720	100337	0	3 1/2	61011	8	8 1/2	39325	11	7			
1721	80700	1	4 1/4	49742	7	8 1/2	30957	13	7 3/4			
1722	46531	4	8 1/2	54292	0	11 1/4				7760	16	3
1723	44951	1	9 7/8	67000	9	9 1/4				22049	7	11 1/3
1724	42049	10	3 1/4	74300	8	11				32250	18	7 3/4
1725	39574	17	5 1/2	59400	3	11 1/4				19825	6	6 1/4
1726	53211	9	9 1/2	67193	7	6 1/2				13981	17	9
Total	488869	14	9 1/3	503336	4	5 1/4	81401	17	5 1/2	95868	7	1 3/8
Med of 8 Years	61108	14	4 11/64	62917	0	6 21/32				1808	6	2 31/64
Med. of 5 Years	45263	12	9 9/20	64437	6	3 19/20				19173	13	6 1/2

The Exports are compoſed of Beef, Butter, Grain, raw and tanned Hides, Oatmeal, Calve Skins, Tallow and Re-exports, to the Value of 37557*l.* and the Remainder is made up of ſeveral ſmall Articles, not material in Trade. The Imports to *Ireland* conſiſt of Copper Plates, Flax, and Seed, Sugar, Hemp, Iron, Lampblack, Train Oil, Tin Plates, Tar and Wood, to the Amount of 58260*l.* the Remainder being made up of Linen-Yarn, Pot-Aſh, Lattin Wire, and other ſmall Things.

The next Trade to be examined in a ſouthward Progreſs, is that with *Holland* and *Flanders*, of which an Abſtract for the ſame eight Years is here ſubjoined, *viz.*

Years	Exports *l.*	*s.*	*d.*	Imports *l.*	*s.*	*d.*	Ballance *l.*	*s.*	*d.*	Contra Ballance *l.*	*s.*	*d.*
1719	140726	11	0 1/2	87957	19	10 1/2	52768	11	2 1/4			
1720	113107	3	9 1/2	71162	14	7 1/2	41944	9	2			
1721	87032	19	11	51187	3	4 1/4	35845	16	6 1/4			
1722	89327	4	1	65624	16	9 3/4	23702	7	7 1/4			
1723	60866	7	7	82224	17	2 3/4				21358	9	7 3/4
1723	52618	1	1 1/2	70048	14	3 3/4				17431	13	2 1/4
1725	63922	15	3 1/4	69206	2	2 1/4				5283	6	11
1726	93713	15	6 1/4	84048	6	2 1/4	9665	9	3 1/2			
Total	701314	18	4	581460	14	7 1/4	163926	13	5 3/4	44072	9	9
Med. of 8 Years	87664	7	3 1/2	72682	11	9 29/32	14981	15	5 19/32			
Med. of 4 Years	67780	4	10 1/2	76381	19	11 7/8				8601	15	1 7/8

The Exports thither chiefly conſiſt of Beef, Butter, Feathers, Salmon, raw Hides, Pork, Rape Seed, and Tallow, to the Amount of 50340*l.* with ſeveral other Particulars not material; and our Imports from thence are Bark, Battery, Braſs Shruff, Books unbound, Drugs, Madder, and other Dying Stuffs, Earthen Ware, Flax, Groceries, Gunpowder, Inkles, Thread, Hemp, Iron, Bone-Lace, Cambricks, Hollands, Flax Seed, Linſeed Oil, Paper, Pot-Aſh, Garden Seeds, Silk Manufacture, Steel, Whalebone, *Rheniſh* Wine, Wooden Ware, Iron, Lattin and Steel Wire; the whole Value 66248*l.*——And this with other ſmall Parcels make up the Medium.

The next particular Trade that falls regularly in our Way to be obſerved, is that of *France*; Abſtracts of which I here give, with a ſmall Ballance, ſeemingly in the Favour of *Ireland*, yet when carefully enquired into, it will appear to be quite otherwiſe.

Years

Years	Exports *l.*	*s.*	*d.*	Imports *l.*	*s.*	*d.*	Ballance *l.*	*s.*	*d.*	Contra Ballance *l.*	*s.*	*d.*
1719	165859	16	$11\frac{1}{2}$	179597	12	$1\frac{3}{4}$				13737	15	$2\frac{1}{4}$
1720	58012	12	11	111000	15	$3\frac{1}{4}$				52988	2	$4\frac{1}{4}$
1721	131237	10	9	132908	2	$3\frac{1}{2}$				11670	11	$6\frac{1}{4}$
1722	122426	10	5	117881	13	3	4544	17	2			
1723	176777	8	$2\frac{7}{8}$	150563	18	3	26213	9	$11\frac{7}{8}$			
1724	214422	17	$6\frac{1}{2}$	141650	9	$5\frac{3}{4}$	72772	8	$0\frac{3}{4}$			
1725	205317	7	7	159055	5	$2\frac{1}{4}$	46262	2	$4\frac{3}{4}$			
1726	137702	10	$7\frac{1}{2}$	193954	12	$6\frac{3}{4}$				56252	1	$11\frac{1}{4}$
Total	1201756	15	$0\frac{5}{8}$	1186612	8	$5\frac{1}{4}$	149792	17	$7\frac{3}{8}$	134648	11	0
Med. of 8 Years	150219	11	$10\frac{37}{64}$	148326	11	$0\frac{21}{32}$	1893	0	$9\frac{59}{64}$			
Med. of 4 Years	183555	0	$11\frac{31}{32}$	161306	1	$4\frac{7}{16}$	22248	19	$7\frac{17}{32}$			

	l.	*s.*	*d.*
The Exports for 1724, which are by much the greateſt in this Abſtract, conſiſted of Beef, to the Value of about	50000	0	0
Butter	80000	0	0
Raw Hides	10000	0	0
Tallow	40000	0	0
Total	180000	0	0

The other Articles of ſmall Value in Trade are not worth inſerting.

The Imports from thence.

Wine at a Medium of nine Years	83156	5	10
At a Medium of four Years	91658	14	6
Brandy, at a Medium of ſix Years	23446	18	6

The reſt taken in the Year 1724, *viz.*

Playing Cards about	100	0	0
Cork	1400	0	0
Flints	50	0	0
Pruins	1500	0	0
Succus Liquor	1500	0	0
Sugar	10000	0	0
Iron and Iron Ware	600	0	0
Cambricks	2000	0	0
Train Oil	500	0	0
Paper	3500	0	0
Rozin	1150	0	0
Salt	2650	0	0
Silk Manufacture	6500	0	0
Vinegar	2500	0	0
Other Groceries	500	0	0
Wood and Ware	2500	0	0
Total, including the Wine at four Years Medium, and Brandy at ſix	150705	13	0

The

	l.	*s.*	*d.*
The other Articles are immaterial.			
The Import of Wine 1726	109417	17	$1\frac{1}{2}$
Brandy for the ſame Year	30871	13	9
Total	140289	10	$10\frac{1}{2}$

Here may be ſeen the Ballance at a Medium of eight and four Years; as alſo the Increaſe of the Exports to *France* from 1720, at which Time the Difficulties in that Kingdom, occaſioned by the Riſe of the Coin, and the *Miſſiſippi* Bubble, were not overcome; it is alſo obſervable, that the Imports from thence have riſen from that Time, and how the Importation of *French* Wine has increaſed: The Medium of the laſt four Years exceeding that of the laſt eight 8502*l.* 8*s.* $7\frac{1}{2}$*d.*

Though the Exports for *France* cannot be aſcertained to any Nicety from the Cuſtomhouſe Books, as Merchants are not reſtrained in their Entries, for reporting their Goods for one Country when they are deſigned for another, as is frequently the Caſe in this Trade; for the Entries are made for that Kingdom, when the Merchandiſe is intended for *Hamburgh*, *Bremen*, or *Holland*, and this with the View of evading Payment to the ſeveral *Britiſh* Lighthouſes in their Way to the ſaid Places, towards whoſe Support all Ships pay in the 1ſt Port they put in at, and are charged with ſo many as they are benefited by in their Voyage; now if it appear by their Cocket, that they are bound for theſe Ports, they pay towards the Maintenance of them all; but if for *France*, and they are ſuppoſed to be blown there out of their Way, they are charged for no more than they are preſumed to receive Benefit from, and hereby elude the ſeveral Charges they muſt otherwiſe pay.

Mr. *Dobbs* makes ſeveral Allowances for an illicit Trade, *&c.* too long to be inſerted here, and then concludes from the Premiſes, that *Ireland* loſes by her Trade with *France* from (at leaſt) 30 to 40000*l.* *per Annum.*

The laſt in order, though the greateſt Branch of the *Iriſh* Trade with Foreigners (as it leaves the greateſt Ballance in the former's Favour) is with *Spain*, *Portugal*, and the *Streights*, as theſe take off the major Part of any manufactured Commodities they export, except Linen, of which an Abſtract for eight Years here follows, to *Lady-Day*, 1727, with the Medium of Exports, Imports, and Ballance, plainly demonſtrating the Value of this Trade, and how much it merits Countenance and Encouragement.

Years	Exports			Imports			Ballance		
	l.	*s.*	*d.*	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
1719	111739	19	$4\frac{1}{4}$	39670	3	$3\frac{1}{2}$	72069	16	$0\frac{3}{4}$
1720	125261	14	$7\frac{1}{4}$	36678	15	10	88582	18	$9\frac{1}{4}$
1721	176768	6	$1\frac{1}{2}$	57963	19	$11\frac{1}{2}$	118804	6	2
1722	183239	13	$0\frac{1}{4}$	56363	1	$0\frac{1}{4}$	126876	11	$11\frac{1}{2}$
1723	147265	1	$11\frac{3}{8}$	68153	18	$9\frac{3}{4}$	79111	3	$1\frac{5}{8}$
1724	149984	1	$0\frac{1}{4}$	60959	16	11	89024	4	$1\frac{1}{4}$
1725	135751	8	$8\frac{1}{4}$	61584	0	$6\frac{1}{4}$	74167	8	2
1726	118049	4	$5\frac{3}{4}$	96839	6	$6\frac{1}{2}$	21209	17	$11\frac{1}{4}$
Total	1148059	9	$2\frac{7}{8}$	478213	2	$11\frac{1}{4}$	669846	6	$3\frac{5}{8}$
Med. of 8 Years	143507	8	$7\frac{55}{64}$	59776	12	$10\frac{1}{3}$	83730	15	$9\frac{29}{64}$

By the Ballance here ſtruck, it is found that more has been received from the Countries I have been treating of, than from *France*, *Holland*, and *Flanders* together, by 534847*l.* 15*s.* $11\frac{1}{2}$*d.* and it may be obſerved from what I have ſaid, that the *Iriſh* have a Ballance from no other Countries but theſe and *America*,

merica, though the Importations from this laſt mentioned Part of the World and *Britain*, are ſo blended, that the true Ballance is not diſtinguiſhable. It may alſo be remarked from the above Calculation, how greatly the Imports were increaſed in the laſt Year, inſomuch, as to make the Ballance ſo inconſiderable, as to be very little more than the fourth Part of the Medium.

The Exports to the aforementioned Countries, are,

Beef, about the Value of 10000*l.* Butter, 35600*l.* Candles, 3000*l.* Cheeſe, 1600*l.* Barley, 9000*l.* Wheat, 3000*l.* Hake, 2500*l.* Herrings, 800*l.* Salmon, 8000*l.* Hair, 400*l.* Raw Hides, 4000*l.* Tanned ditto, 50,000*l.* Linen, 1300*l.* Pork, 2000*l.* Calf Skins, 3000*l.* Starch, 400*l.* Tallow, 2500*l.* Goods re-exported, 6000*l.* In all 143100*l.*

The Importations from them are,

Capers, to about the Value of 170*l.* Cork, 1860*l.* Dying Stuffs, 4000*l.* Sugar and Fruit, 6000*l.* Oranges and Lemons, 3000*l.* Iron, 9400*l.* Oil, 3600*l.* Salt, 4600*l.* Silk Manufacture, 3000*l.* Raw Silk, 430*l.* Thrown Silk undyed, 670*l.* Succus Liquor, 629*l.* Wallnuts, 2000*l.* *Port* Wine, 3169*l.* *Spaniſh* Wine, 15704*l.* Hoops, Cane, Reeds, and Plank, 700*l.* Wool, 368*l.* In all 59300*l.*

Here I finiſh my Account of *Ireland*; and though the Calculations I have offered, were made ſome Years ago, and therefore ſome few Alterations may have occurred in Trade ſince, yet I do not apprehend that theſe can be very material, nor have I to add any other Remarks on this Branch of Trade, to thoſe I have occaſionally made as I have gone along, ſo ſhall conclude the Subject, and proceed to deſcribe the Traffic of other Countries, beginning firſt with *France.*

Of the Products, Manufactures, and Trade of France.

THIS Kingdom has a Trade proportioned to the Number of its Inhabitants, and Extenſiveneſs of its Dominions, of which ſome Idea may be formed from the Calculations made of its annual Income, which by Dr. *Davenant* was computed (from the beſt Accounts he could procure) to be before 1690, about 84,000,000*l.* and though ſome have ſuppoſed that the intervening Wars, between that Time and the Peace of *Utrecht* hindered their Increaſe, either in Wealth or Numbers, yet others reaſon, and I think more juſtly, that the continued Peace and florid Commerce it enjoyed, till the late Broils reverſed the Scene, muſt have greatly encreaſed their annual Income. However, I ſhall endeavour to extract the beſt Account I can of what this Country furniſhes towards a general Trade, and in doing it, obſerve the ſame Method that I have followed in my Deſcription of *Great-Britain*'s, that is, by acquainting my Reader with the Products and Manufactures of each Province, and then ſhew him how they are diſpoſed of.

In treating of the different Provinces and their Trade, I ſhall obſerve the ſame Diviſion as Mr. *Savary* does in his Dictionary; and as I regard what he has given us concerning the Products and Traffic of his Country, as the moſt valuable Part of his Works, and in which we may reaſonably ſuppoſe he is leaſt miſtaken, I ſhall epitomize the Neceſſary of them for my Reader's Information, and commence, as he does, with

1. *The* Iſle *of* France,

THE Capital of which is *Paris*, where many Manufactures are carried on, and afterwards brought into Trade, of which ſome are exempt from the Juriſdiction of the public Companies of the City, and eſtabliſhed by Royal Authority; ſuch as the *Gobelins*, where as beautiful Tapeſtries are made as any in *Europe*; the *Savonnerie*, appropriated to the making of Carpets with a Mixture of Silk and Worſted, in Imitation of thoſe brought from *Perſia*, the Beauty of whoſe Colours they come up to, and greatly exceed them in the Figure. The Manufactures of Glaſſes, Cloths, Hangings, &c. beſides which the Artificers here carry on all Manner of Trades that are practiſed in our Metropolis; tho' it is with Pleaſure I can aſſert, not many of them with equal Perfection: Here are, however, made all Sorts of rich Silks, Brocades, &c. Stockings, Hats, and every other Requiſite for home Conſumption and Trade; and almoſt all the ſmall Towns, Villages, and Diſtricts in the Neighbourhood of *Paris*, have ſome Fabric peculiar to them; as *Madrid* (a Caſtle built by *Francis* I. in *Boulogne* Wood) for Stockings; *St. Cloud*, for Porcelane, Earthen Ware, Glaſs, and Tanneries; *Gentilly*, *Garges*, and *Antony*, are noted for Whitſters; at *Ferté Gaucher* is a Manufactory of Serges; *Compeigne* affords Stockings, Socks and Caps; as *Margny* does Cloths, Camblets, and Shags; at *Houdon* are made a conſiderable Quantity of worſted Stockings; at *Dreux* is a Fabric of coarſe Cloth, and at *Châtres*, *Linas*, *Meulan*, *Seſanne*, *Poiſy*, *Claye*, *Luſarche*, *Moret*, and *Dourdan*, large Parcels of Leather are tanned, and this laſt is famous for knit Stockings, and making Buff.

2. *The Produce of* Picardy.

THE natural Productions which this Province furniſhes to Trade are, Corn, Hemp, and Wool; and its Manufactures, Woollens, Linens, Caps, Tapeſtry, and Soap. In Reſpect of the firſt, here is worked up five or ſix hundred thouſand Pounds of Wool of the Country's Produce, and near as much more from *Germany*, *Holland*, *England*, *Spain*, and ſome other Parts of *France*, ſo that only in the City of *Amiens* are made about 129800 Pieces of Stuffs, and 50000 Pieces in the Neighbourhood, which are called foreign Stuffs, as they are made out of the City; and of the aforeſaid Wool, the Camblet-makers alone take off 80000 lb.

The Cities of the greateſt Trade in *Picardy*, next to *Amiens*, are *Beauvais* and *Abbeville*; beſides which there are many Villages and Towns, as *Tilloy*, *Fienville*, *Naſurs*, *Beauchamps*, *Gravilliers*, *Feuguieres*, *Aumamale*, *Anvoille*, *Glatigny*, and *Seules*; in all which Places are only made Serges of many Sorts and Qualities, and what in *French* is called *Tiretaines*, which I take to be here meant a Linſey Woolſey; *Mouy* and *Crevecœur*, give a Name to ſome of the former made there, as *Tricot* and eleven Villages of its Juriſdiction do to other Kinds of Serges of their Fabrication.

The fineſt Woollen Thread ſpun in *Picardy* is that of *Amiens*, where the Spinning employs a great Number of Hands, and conſumes a large Quantity of Wool both of the Country's Growth and *Spaniſh*, which is uſed for making of Caps and Cloths here and in the Woollen Manufactures of *Paris*, *Elbeuf*, and *Rouen*. The Quantity of Hemp and Flax gathered in this Province is likewiſe very great, ſo that the Linen Trade here equals that of the Woollen; and *St. Quintin* is where the greateſt Sales are tranſacted, which may amount to 40,000 Pieces in a common Year; after *St. Quintin* is *Peronne*, and then *Neſle*; the different Species made in theſe three Places being ſeveral Sorts of Cambricks (from ten to a hundred Livres a Piece) Lawns, Gauzes, Hollands, printed Callicoes, &c.

The Fabric of ſoft Soap at *Amiens* is ſo conſiderable, as to produce yearly ten thouſand Quintals, and at *Beauvais* Tapeſtry is made, and in its Neighbourhood is carried on a large Buſineſs in Caps, Thread, and black Silk, Lace, Gimps, &c.

In *Amiens* are at leaſt two thouſand Looms conſtantly employed, and in its Neighbourhood eleven fulling Mills, turned by Water, whoſe Quality is not leſs excellent for dying than it is for cleanſing the Woollens, which of this Place alone ſell for upwards of 1,600,000 Livres.——The Linens of *Pignigny*, *Oreſmaux*, and *Flixcourt*, are better than thoſe of *Amiens*, of which about two hundred Pieces are made and ſold weekly.

Mr. *Savary* ſays, that the Cloths of *Abbeville* are ſo like to thoſe of *England* and *Holland*, as to render a Deciſion in Favour of either very difficult; but either the Fabricks are grown worſe ſince his Time (the contrary of which I am very well aſſured of) or elſe he is guilty of a noted Partiality to his Countrymen; for though I will allow the Cloth that is made there to be good, yet the Yarn is neither ſo fine ſpun, nor ſo well and cloſely wove as here in *England*, neither will it wear ſo long, and much ſooner grows bear and ſhabby; this Experience has taught me, as I have for many Years ſeen the Wear of them, and more than once examined many of the fineſt Pieces on the Spot. It is ſaid here are above a hundred Looms, that employ upwards of fifteen hundred Spinners, beſides a great Number of Weavers, Cloth-Workers, Fullers, Dyers, and ſuch like Artiſts, neceſſary to the perfecting the Clothes, and the Produce of them is computed to be at leaſt five hundred thouſand Livres yearly. Beſides Cloth, there is made at *Abbeville*, *Barragon* Serges, Druggets, &c. to the Amount of about a hundred thouſand Livres, and of Stuffs made out of the City, though in its Neighbourhood, two hundred thouſand Livres; and *extra* of theſe Commodities, many others are the Products of *Abbeville*, as Pluſh, Caffoy, Ticking, coarſe Linen for Package, &c. to the Value of about 150,000 Livres.

St. Quintin has no Woollen Manufacture, though near 100,000 lb. of Wool is collected in its Diſtrict; it however has a large Fabrick of Linen, inſomuch, that forty thouſand Pieces are made or ſold here yearly, to the Value of 2,000,000 Livres; being Cambricks, Lawns, Hollands, and ſeveral other Sorts of Linens, which are likewiſe made in great Abundance in many Parts of this Province, whoſe Inhabitants are almoſt totally employed in the Linen and Woollen Way, as they have a large Share of the Materials in their own Territories, which produces them 524000lb. of Wool, and Plenty of Flax of a very rich Quality.

Of the Products of Champagne *and* Soiſſons.

THE Proximity of theſe two Provinces, and the great Reſemblance of their Product and Manufactures, have induced me to treat jointly of them. The Soil, both of the one and the other, is very fertile in all Sorts of Grain, more eſpecially Wheat and Oats, and their Hills are covered with Vineyards that produce

produce a moſt excellent Wine. Hemp and Flax are cultivated here in Plenty, of which are made various Sorts of Linen, and Threads, employed in the manufacturing of Lace. Their Paſtures are admirable for Grazing, as may be judged from the Support they give to ſixteen or ſeventeen hundred thouſand Sheep (which yield between three and four Million Pounds of Wool) beſides a great Parcel of black Cattle, whoſe Hides afford a ſufficient Employ to ſeveral Tanneries, and, in fine, their Rivers and Brooks ſet to work many Forges for working Iron, hammering Copper, and milling Paper.

The Territories of *Rethel* or *Mazarin*, are in many Parts unfit for Corn, and this Sterility has put the Inhabitants on a Method of gaining a Livelihood, which I could not omit mentioning for the Uncommonneſs of it, and that is the fattening Oxen with Loaves, compoſed with Rape Oil, which Seed they gather here in plenty; but the principal Product of theſe Provinces is the Wine, for which they are juſtly ſo famous, and of which the beſt is found at *Rheims*, *Sillery*, *Hautvilliers*, (corruptly called *Ovilé*) in the Valley of *Pierry*, and the Diſtrict of *Ay*, tho' there are many good ones of a ſecond Quality at *Oxmery*, *Chatillon*, and *Vertus-Dormans* in *Champagne*, and *Guichy*, *Pargnant*, and *Coucy* in the *Souſſonois*. The Number of the Woollen Manufactories eſtabliſhed in theſe Provinces, are almoſt incredible; at *Rheims* they make Cloths like thoſe of *Berry*, and various Sorts of Stuffs, both here and at *Rhetel*, *Chateau*, *Portion*, *Mezieres*, *Donchery*, *Mouzon*, *Fiſmes*, *St. Manebould*, *Sommepy*, *Ville-en-Tartenois*, *Soiſſons*, *Chateau-Thierry*, *Charly*, *Orbaye*, *St. Martin-Dablois*, *Bar-ſur-Aube*, *Ferre en Tartenois*, *Neuilly*; and *St. Fond-Sedan*, is noted for making and dying the fineſt black Cloths, as alſo large Parcels of Cloth and other Serges: At *Bouts*, *Pertes*, and *Joinvelle*, only white Eſtaminas are made; at *Montcoruet*, are made Sattins, Cloth Serges, &c. as they are at *Vervins Fontaine*, and *Ploumure*, with ſome ordinary Cloths: At *Montineral*, *Langres*, *St. Juſt*, *Anglure*, *Sezanne*, *la Ferte Gaucher*, and *la Ferte-Sous-Jöüars*, the Fabricks are of Cloths, made all of *Spaniſh* Wool; in fine, *Brienne*, *Chalons*, *Vitry*, *Chaumont*, and *Dienville*, make ſeveral Sorts of Stuffs and Serges, beſides ſome Cloths.

Linens, whether Flaxen or Hempen, are no inconſiderable Products of theſe Parts, as the Manufactories of them are diſperſed thro' both Provinces, tho' the principal one is at *Guiſe*; however, between this Place, *Vervins*, and *Noyon*, there are thirty-four Villages, where no Linens are made but thoſe of the fineſt Flax, called *Bateſtes*, or Cambricks. At *Rheims*, and almoſt all the abovementioned Places for Woollen Fabricks, there are alſo eſtabliſhed ſome for Linen, which with thoſe of Hats, Caps, Lace, &c. are very conſiderable, and furniſh a great Value to the general Commerce of *France*.

4. *Of the* Lyonnois, Foreſt, *and* Beaujolois.

VERY little Silk is gathered in the firſt of theſe Diſtricts, and yet *Lyons* is one of the Cities, where the greateſt Commerce in this rich Merchandize is carried on. All the Silks brought in from the *Levant*, *Perſia*, *Meſſina*, *Italy*, *Spain*, &c. for the Uſe of *France*, ought to be carried to *Lyons*, as to a Staple, and from thence ſent to *Paris*, *Tours*, and the other Silk Manufactories of the Kingdom.

The Products of theſe three Provinces for Trade, are, 1. Hemp. 2. Wine. 3. Vitriol, Saffron, and Copperas. 4. Coals, which are conſumed in the manufacturing Arms, and other Works of Iron.

The Fabricks are principally of Silk, and of the Materials neceſſary to its Perfection, of which that carried on at *Lyons*, has for many Years paſt been the moſt conſiderable, not only in *France*, but in any other Part of *Europe*. Mr. *Savary* ſays, that there is yearly employed in Silk, Gold, and Silver, in this Manufacture, to the Amount of eleven Millions of Livres; that the Preparation of theſe Materials to fit them for Uſe, and their working up, ariſes to better than three Millions; the Sales made of them, to above three Millions more; and that of the ſeventeen Millions, which theſe three Sums amount to, Foreigners pay near one Third, in Time of Peace, and when Trade flouriſhes.

This might be very true when Mr. *Savary* wrote, but the weaving and dying Arts are ſince brought to ſo great Perfection in many Parts, more eſpecially among us, that large Deductions muſt be made from the preceding Calculations, and the Ballances conſiderably altered from what they were then, to what they are now.

The *Lyonnois* Manufacture is not confined to any two or three different Sorts of Silks, but is general, producing Gold and Silver Brocades, and rich ones without either of theſe Metals, Damaſks, Sattins, Velvets, Mohairs, Taffaties, and almoſt every other Specie made elſewhere. The fine Drawing, and making the Gold and Silver Thread, our Author ſays, employs a thouſand Marks of Gold, and five Million Livres of Silver yearly; and here are alſo made ſome Fuſtians, Dimities; and a conſiderable Trade carried on in the Bookſelling Way. Other Parts of theſe Provinces are noted for their different Products, as *St. Eſtienni* and *St Chaumont*, for Hard-

ware and Ribbonds, *Roche* for Cheeſe, *Beaujolois* for Linens, and various Sorts of Paper, made in many Parts of them, which altogether render theſe Parts very conſiderable in the Commercial Way.

5. *Of* Montauban.

IN this Province are collected from twelve to fifteen hundred Quintals of different Sorts of Wool, which jointly with large Parcels from abroad, are worked up by the Inhabitants, into various Sorts of Stuffs and Clothes, making in all about ſixty thouſand Pieces. At *Montauban* and *Cahors*, are made ſeveral Sorts of Serges and corded Stuffs. At *Gourdon*, *Lectoure*, *Realville*, *Vicſeſenſac*, *Auche*, *Mauvezin*, *Mur-de-Barros*, *Eſpalion*, *Foix*, *Pamiers*, *Millaud*, *St. Giron*, *Taraſcon*, *Carlat*, *St. Gaudans*, *Aſpect*, *Gimon*, *Montrejan*, *Montpezat*, and *la Cauſſade*, are made Druggets, Serges, Crapes, and coarſe Cloths, as they are at *Beaumont de Lernaige*, *St. Clar de Lomagne*, *Villefranche*, *Camares*, *St. Aularis*, and many other Places; and alſo at ſome few of them are made Barragons, and fine Stuffs. At *Montauban*, *Gourdon*, and *Jouillat*, there are Manufactories of Hats, and at this latter, ſeveral Tanners. Stockings and Caps are made at *St. Clar de Lomagne*, *Pamiero*, *St. Giron*, *Montrejan*, and *Mirande*. Hempen Linen at *Gourdon Villefranche*, *St. Clair de Lomagne*, and *St. Antonin*; Paper at this laſt and *St. Giroul*, and Tickings at *St. Clare de Lomagne*. The greateſt Number of Forges, are on the Side of *Taroſcon*, which are twenty-ſeven in Number. At *St. Giroul* there are four, and ſome Hammers for beating Copper. At *Foix* there are three Hammers, and in the Neighbourhood of *Villefranche*, are ſeveral Hammers and Forges, all which joined to the Fabricks before-mentioned, employ a great Number of Hands, and occaſion a Currency of large Sums of Money.

6. *Of* Guienne.

THIS rich Province furniſhes Trade with large Quantities of Wine and Brandies, Vinegar, Pruins, Roſin, Cheſnuts, Oil, Iron, and Copper, wrought and unwrought, a great deal of Paper, and a midling Quantity of Hemp; there are in the Neighbourhood of *Perigueux*, thirty-nine Forges for Cannons, and other large Works Iron; there are alſo many others near *Dax*, and ſeveral Hammers for Copper at *Bergerac*, *Orteix*, and *Nerac*. On the Side of *Oleron* are four Paper Mills, and in the Neighbourhood of *Bergerac*, and *Caſtel-Jaloux*, ſeven others. A large Quantity of Hemp is cultivated at the two *Tonneins*, and in ſome other Places along the *Garonne* and the *Lot*, but all the Fabricks are but trifling when compared with the Crops of Wine and Brandy, the ſtaple Commodities of theſe Parts, inſomuch that in all this Province, not above ſeventy-five thouſand Pound of Wool is ſhorn, and it is with theſe, and a few from *Poitou*, that all their Woollen Goods are made, *viz.* at *Bourdeaux*, *Bazas*, *Mont-de-Marſan* and *Nay*, thick Blankets; at *Jouſſac* coarſe Cloths, at *Ponts*, ſome Eſtaminas; at *Baniers*, the Stuffs called Cardillats; at *Pau* and *Marmande*, Hats; at *Cadillac*, *Nerac*, and *Villeneuve d'Agenois*, Stockings; and at *Reolle*, Thread, Fringe and Tickens.

7. *Of* Limoſin *and* L'Angoumois.

THESE two Provinces, though under one Direction or Receipt of Cuſtom, are very different in the Nature of their Soil and Products; the *Angoumois* yields a ſufficient Quantity of Wheat, Wine, and all Sorts of excellent Fruits, whilſt the *Limoſin* on the contrary is cold and ſteril, has but few Wines, and thoſe bad, hardly any Wheat, ſo that Rye, Barley, and Cheſnuts, commonly ſerve for Bread to nouriſh the Inhabitants.

Both the one and the other Province have a great Number of Paper Mills, whoſe Fabric is in great Repute for the Preſs, though very little for writing.

The Manufactures of Woollen Stuffs are very trifling in this Province, however there are a few Stuffs, Serges, Eſtaminas, coarſe Cloths, &c. made at *Limoges*, *Angouleme*, *St. John d'Angely*, *Nerac*, *Rochefoucault*, *Sentereune*, *Cognac*, *St. Leonard*, *Brives*, and at *Tulle*.

The Saffron cultivated in the *Angoumois*, is no ſmall Object of the Country's Trade, for although it is not ſo good as that of the *Gaſtoinis*, a great Quantity of it is ſold at *Bourdeaux* to Foreigners, and the bringing up of Horſes for Sale, chiefly at the Fair of *Chaſlus*, cloſes the Commerce of theſe Provinces.

8. *Of* Poitou.

GRAIN, Wine, Cheſnuts, Hemp and Wool, are the Products of this Province; the Meadows, whoſe Herbage is an excellent Paſture, enables the Inhabitants to raiſe and feed a great Number of large and ſmall Cattle, of Horſes and Mules, with which they carry on a very conſiderable Trade. The beſt Studs of Horſes are in the twelve Pariſhes called

called the Wood of *Eſtos*, in four of which there are Salt Marſhes.

At *Partinay*, *Niort*, *Fontenoy*, *Thouars*, and many other Places of their Diſtricts, are made Cloths, Druggets, Serges, and Linſey Woolſeys; at *Niort* alſo Chamois is prepared; Woollen Stockings and Caps at *St. Maixant*, and Hardware at *Chatelle-rault*.

250,000 lb. of Wool is gathered in this Province, beſides which is brought from *Spain* about 600,000 lb. of which, 20 to 30,000 Pieces of Stuffs are annually made, and here are only three Forges of Iron, and two Paper Mills.

9. *Of* Rochelle, Aunis, Saintonge, &c.

THE Products of the Provinces and Country that compoſe this Receiverſhip, are Salt, Wine, Brandy, and Hemp, beſides a Number of excellent Horſes; and their Manufactures are of Linen principally at *Barbeſieux*. Great Quantities of Sugar are refined at *Rochelle*, and about 34,000 Muids of Salt gathered in the Iſle of *Rhe*; 18,000 Tun of Wine, and 10,000 Barrels of Brandy. This Iſland is alſo famous for the Anniſeed Water made here, not only among the *French*, but Foreigners. *Olleron* produces about 4000 Barrels of Brandy, and the Sands of *Ollonne* yield near 20,000 Muids of Salt: Vaſt Quantities of Wine are gathered, and Brandy diſtilled, at *Rochefort*, *Charente*, *Aigre*, *Xaintes*, *Cognac*, and their Diſtricts. *Angouleme* affords four Sorts of Merchandiſe, *viz.* Brandy, Paper, Saffron, and Iron, this laſt having Forges for it at *Perigord*, *Aubaroche*, *Rudeau*, the *Chapple*, *Bourequoil*, *New Forge*, *Jomeliers*, the *Augoumois*, *Planchemenier*, and *Feuillade*.

10. *Of* Orleans.

THE Wines that are gathered in very great Quantities in this Province, make the principal Part of their Products, amounting to 100,000 Tons; and it is ſaid, that *Blois* and *Beaugency* do not furniſh leſs: It is likewiſe very fertile in Corn, and not entirely barren in Manufactures, as at *Orleans*, *Dourdan*, *Gien*, *Blois*, *Chartres*, and ſome other Places, ſubject to this Generality, are made all Sorts of Woollen Stockings, both wove and knit, and at *Dourdan* many are made of Silk; at *Orleans* alſo are wove Caps, as Cloths are at *St. Genoux*, *Clamecy*, *Chatillon-ſur-Loing*, and *Montargis*; various Sorts of Stuffs, different Species of Serges, Crapes, Capuchin Cloths, Bays, Linſey-Woolſey, Eſtaminas, &c. are made at *Baugency*, *Blois*, *Vendome*, *Pierre-Fitte*, *Montoir*, *Salbry*, *Soüeſme*, *Nouan-le-Fuzelier*, *Vouzon*, *Jergeau*, *Chatres*, *St. Fargeau*, *Brou*, *St. Agnan*, *Chateau-Neuf*, *Brinont*, *Sully*, *La Charité*, *Petiviers*, *Pongoin*, *Chaudun*, *Bazoches*, *Illiers*, and *Anthon*: This Province has ſeveral Fabricks of Hats, tho' the principal ones are at *Orleans*, *Vendome*, *la Charité*, and *Blois*, at all which Places there are likewiſe conſiderable Tanneries; and in the Neighbourhood of *la Charité*, are twelve Forges, and three Furnaces for Iron. The *Beauſſe* and *Vendomois*, produce a great Quantity of Wheat and other Grain, as moſt other Diſtricts of this Receiverſhip do: In this Province, upwards of 200,000 lb. of Wool are manufactured into about 25,000 Pieces of Cloth, and other Stuffs, moſt of it the Growth of the Country.

11. *Of* Touraine, Anjou, Maine, *and* Perche.

THE principal Manufactures eſtabliſhed in this fruitful and pleaſant Part of *France*, are compriſed in the ſilken, woollen, and tanning Commodities. The firſt has its Eſtabliſhment in *Tours*, the Capital of the Province *Touraine*, where are made all Sorts of fine Silks, as Velvets, Mohairs, Serges, Brocades, Sattins, Taffeties, &c. in which formerly were worked up 2400 Bales of Silk, though at preſent three or four is more than ſufficient, and the ſame Decadence that has happened in this Manufacture, has occurred in the Woollen, as this hardly employs fifteen or twenty Looms now, that occupied two hundred and fifty before; in thoſe that ſtill ſubſiſt, are *Amboiſe*, *Chinon*, *Richelieu*, *Loudun*, *Loches*, *Beaulieu*, *St. Chriſtophle*, *St. Pater*, *Laval*, *Beaumont*, *la Roüe*, *Roziers*, *Montreſor*, *Villeloin*, *Orbigny*, *Reugnay*, *Chateau-Renault*, *Neuvillé*, *Pontpierre*, *Maray*, *Neufay*, *Loiſant*, and *Montricard*, in which are made much the ſame Sorts of Stuffs and Cloths, as in the laſt mentioned Province. Few Hides are now tanned here, in Compariſon with the great Quantity that uſed to be formerly. The natural Products of theſe Parts, conſiſt in Wines, Brandies, Saltpetre, and ſuch Abundance of Fruit raiſed, and afterwards preſerved by the Natives, as has drawn on this Province the Appellation of the Garden of *France*. In the Pariſhes of *Parcenay*, *Ambillon*, *St. Mars*, and *Mettray*, are Quarries of Millſtones, and near the Abbey of *Noyers*, a Copper Mine was diſcovered in the latter End of the laſt Century. About 7000 Pieces of Cloths, Serges, Druggets, Lindſey Woolſeys, and other Stuffs are made in this Diſtrict of *Touraine*, beſides ſome Caps, Hats, and Stockings; in that of *Anjou* are gathered Wines, Flax and Hemp, of which large Quantities of Thread and Linen are made; the

the Quarries of Slate, Iron, and Coal Mines, the Whitſteries for Linen and Wax, the Refiners of Saltpetre and Sugar, the Forges, and Glaſshouſes, with the Manufacture of Eſtaminas, and Druggets of various Sorts, make up the Commerce of this Province; of theſe latter about 4000 Pieces are made yearly at *Angers*, *Chateau-Gontiers*, *la Fleche*, *Beauge*, *Saumur*, *le Ludi*, *Dove*, *Montreuil*, *Bellay*, *Beaufort*, and *Durtal*, beſides ſome Hats, Caps, &c. In the Territory of *Maine*, 5300 Pieces of the ſaid Woollens are made, though the principal Manufacture of this Province is Linen, for which it produces the Materials in vaſt Plenty, and there has been ſeen 20,000 People employed at once in the ſeveral Branches of it: Here are alſo ſome Glaſshouſes, Iron Mines, &c. and large Quarries of a middling Sort of Marble. The Manufactures of the ſmall Province of *Perchi*, are Linens, Stuffs and Paper, of which the firſt is the moſt conſiderable; they have alſo here ſome Forges for Iron, and carry on ſome Trade in the Grazing Way.

12. *Of* Berry.

THE Sheep and Wool of this Province are the principal Materials it furniſhes for Trade; its Corn, Iron, Hemp, Nut Oil, Wines, and Wood, would alſo occaſion a tolerable good Traffic, had they navigable Rivers to carry them off. The fineſt Wool is ſold for *Roüen*, and only the inferior Sorts worked up here, of which are made the coarſe Cloths, called Drab de Berry, and ſome ordinary Serges, Druggets, Linſey Woolſey, &c. at *Bourges*, *Iſſoudun*, *Chateauroux*, *Vierſon*, *Selles*, *Aubigny*, *St. Amant*, *la Chaſtres*, *Chaſtillon*, *Mehun*, *Aubigni*, *Dun le-Roi*, *St. Benoiſt-du-Sault*, *Buzancois*, *Leueroix*, *St. Savin*, *Sancerre*, *Linieres*, *Leret*, *La Chappelle-danguillon*, *Aiſne-le-Chateau*, *St. Gautier*, *Ivry-le-Pre*, *Argenton*, *Neuvy-St.-Sepulcre*, *Argent*, *Valençay*, *Cinconet*, *Baugy*, *Sancergues*, *Les Aix*, *Blancafort*, and *Enrichemont*, in all from 47 to 48,000 Pieces.

13. *Of* Moulins.

THE Manufactures and Fabricks of this Province, which contains the *Bourbonnois*, *Nivernois*, and the upper Part of *Auvergne*, are the Forges and Founderies, where Cannon, Anchors, and ſuch large Works of Iron are made; the Manufactures of Tin Earthen Ware, and Glaſs; the Smalt Works, thoſe of Cutlery and other Hardware, the Fabrick of Tapeſtry and Cloth; and the natural Products conſiſt in Wine, Hemp, Iron, and Steel Mines, Coal, Cattle, Fiſh, Cheſnuts, and Cheeſe. The whole Province feeds ſuch a Quantity of Cattle, as exceeds Imagination, and it is ſurpriſing to ſee how many Beeves and Sheep are every Year extracted from it for all Parts, even (in Time of War) for *Flanders*, *Germany*, and *Italy*: Here are alſo in an Acorn Seaſon, large Herds of Swine fattened, and in Regard of Manufactures, the Iron, Steel, Iron Plates and Tin, are melted, run, and formed into ſeveral different Works, almoſt in all the Forges built on the little River of *Nievre*, which falls into the *Loire*, under the Bridges of *Nevers*, and which before joining it, gives Movement to the Bellows, Hammers, and other Machines of above fifty Forges.

The Cutlery, and other Hardware, is made at *Bourbon* and *Nevers*, and in this laſt is alſo made ſome Earthen Ware, and ſome Works of Enamel. At *Aubuſſon* and *Feuilletin*, there are Manufactures of an ordinary Tapeſtry; and at *Moulins*, *St. Pourçain*, *Montluçon*, *Heriſſon*, *Decize*, *Cercy-la-Tour*, *Moulins-Engilbert*, and *Nevers*, are made ſome coarſe Cloths and Woollens, though by far the feweſt in this Province of any in *France*: This Receiverſhip produces in Wood, from the *Nivernois*, *Bourbonnois*, and more eſpecially from *Morvant*, above the Value of 400,000 Livres yearly; Coal from the Voiſinage of *Decize*, to the Import of 120,000 Livres; Fiſh 300,000 Livres; Hogs (in an Acorn Year) 300,000 Livres; Corn, Hemp, Wine, and Cattle, 500,000 Livres; Iron 300,000 Livres; Tin 50,000 Livres; Earthen Ware and Glaſs 200,000 Livres; Cutlery and other Hardware, with ſome Enamel, 150,000 Livres; and Tapeſtry, Nut Oil, &c. to at leaſt 150,000 Livres. The Products of Wool, and the Manufactures of Linen, I paſs unnoticed, as theſe are all conſumed on the Spot, as indeed moſt of the Cloths and Stuffs are.

14. *Of* Auvergne.

THIS Province is commonly divided into High and Low, and the Products of each as different as their Situation; the firſt is mountainous, as the Diſtinction ſeems to ſpeak it, and productive of nothing but Food for Cattle, of which here is bred a ſurpriſing Quantity; and the Low Lands abound in Corn, Wine, Hemp, and Wallnuts; their Meadows are delightful, and ſo fertile, that thoſe in the Neighbourhood of *Riom* and *Clermont*, are mowed three Times a Year, and the Lands in general never lie idle, or at moſt are not fallowed above one Year in twenty.

There

There are ſeveral Sorts of Manufactures in the *Avergnois*, and almoſt all the different Species fabricated, are of a very good Quality, but more eſpecially the Paper, which is excellent, made chiefly at *Ambret*, and about *Thiers* and *Clermont*. The Manufactures of Eſtaminas, Woollen Camblets, and other Stuffs, are at *Ambret*, *Cunlhac*, *Oliergue*, *Sanxillanges*, and *St. Flour*, making in all about 10,000 Pieces. Laces are made at *Aurillac*, to the annual Value of 200,000 Livres, (though formerly they produced near 800,000) and there are ſome made at *Muret*, *la Chaiſe-Dieu*, *Alanche*, and *Vineroles*. The Hardware of *Thiers* and its Neighbourhood, affords Subſiſtance to above 5000 Families, and Cards for Play are made here and at *Ambret*. The Tanneries of *Clermont*, *Riom*, *St. Flour*, *Maringues*, *Anjon*, *Chaudes-Aigues*, &c. are very conſiderable, as the Dairies near *Aurillac*, *Moriac*, *Volers*, *Beze*, *la Tour*, and *Ardes*, are in Cheeſe: Many fine Mules and good Horſes are bred in the Studs of this Province, which beſides the foregoing Particulars, produces Maſts for Ships, and Wood for Carpentry, Coals, Fruit, Wax, Glue, Tallow, Butter, Linen, Hemp, and Nut Oil.

15. *Of* Normandy.

TO treat of this large and rich Province, with due Regularity, I ſhall do it according to its cuſtomary Diviſion, into the three Diſtricts of *Rouen*, *Alençon*, and *Caën*.

The former produces Corn, Cyder, Cattle, Hemp, and Flax, and beſides has ſome Fiſheries at *Dieppe*, *Honfleur*, *Havre*, &c. Its Manufactories conſiſt of Woollens, Linens, Leather, Hats, Combs, Paper, and playing Cards; at *Rouen*, *Elbeuf*, *Darnetal*, *St. Aubin*, *Aumale*, *Bolbec*, *Louviers*, *La Bouille*, *Gournay*, &c. are made all Sorts of Cloth, Serges, Druggets, Ratines, Blankets, and diverſe Species of Stuffs and Hangings, in which are employed about 1100 Looms, and from 8 to 9000 Bales of Wool, (beſides other Materials) of which 5000 are *Spaniſh*, and the reſt of the fineſt Staples of *France*. Linens of many Proportions and different Fineneſs, are made at *Ponteau-de-Mer*, *Lizieux*, *Bernay*, *Rouen*, *Caudebec*, *Arques*, and *Montiolliers*. The moſt conſiderable Tanneries, are at *Rouen*, and its Neighbourhood, and Hats are made in ſeveral of theſe Parts, though the Quantity is vaſtly ſhort of what they have been formerly.

The Diſtrict of *Caen* has not a leſs extenſive or important Trade than this laſt treated of, but it ſeems as if each Part of this Receiverſhip had appropriated a different Specie of Buſineſs to itſelf.

Here are gathered a large Parcel of Drugs for Dying, ſuch as Woad, Argol, Sumac, &c. The Butter of *Iſſigny*, the white Salt made in ſeveral Ponds, the Linens fabricated at *Bayeux*, and in its circumjacent Parts, are the only Manufactures of it; the Wool, Hemp, and Flax in this Neighbourhood, are ſold unmanufactured: In the Diſtrict of *Vire*, are three great Forges of Braſiery, *viz.* at *Envou*, *Alouze*, and *Cherbourg*; and here are made ſome Woollens and Linens; at *St. Lo*, *Vire*, *Valogne*, *Cherbourg*, *Coutances*, *Freſne*, *St. Pierre-de-Antremont*, *Athis*, *Flers*, and *Halouze*, to the Amount of 28,500 Pieces of Cloth, Serges, and Stuffs, beſides Linens, Hats, Stockings, Leather, &c. and the Territory of *Alençon*, is nothing inferior to the other preceding two, either in the Diverſity of its Commodities, or Importance of its Trade. Large Parcels of various Sorts of Linens are made at *Domfront*, *Vimoutiers*, and thereabouts. The Manufacture of Vellum Lace, was maintained through the long War at *Alençon*; the Magnificence, or rather Extravagance of *France*, ſufficing for its Support, even in thoſe diſtreſsful Times; of Cloths and Stuffs, from 50 to 52,000 Pieces are made in this Diviſion in a common Year. The Pins made at *Laigle* and at *Conches*, the Hardware and Braſiery of this laſt, the Tanneries at *Argentan*, *Vimoutiers*, *Conches*, and *Verneuil*,; the Fabrick of Wooden Shoes, the forming of Joiſts, Beams, and other Timber for Building; the fattening of Poultry for *Paris*, and the Butter and Eggs ſent there; the Saltpetre in the Diſtrict of *Argentan*, are no ſmall Addition to the Commerce of *Alençon*; but the Glaſshouſes at *Nonant*, in the Foreſt of *Exme*; at *Fortiſſambert* in the Foreſt of *Montpinſon*, and the two eſtabliſhed in the *Thimarais*, with the Forges for Iron at *Chanſegray*, *Varennes*, *Carvuges*, *Rannes*, *Conches*, and *la Bonneville*, are the Fabricks which moſtly enrich their Neighbourhood by their Quantities and Perfection; and to theſe we may add the Breeding a great Number of Horſes, and making large Quantities of Hats, as other Advantages to this Country.

16. *Of* Bretagne.

THE Products and Manufactures of this Province, are, 1ſt, Salt, which is annually made in the Marſh of *Bourneuf*, from 16 to 17,000 Muids, and in that of *Guerrande*, or *Croiſic*, 20 to 30,000. 2dly, Butter, in the Biſhoprick of *Nantes*. 3dly, Wines, more eſpecially thoſe on the River of *Nantes*, and theſe

theſe moſtly diſtilled into Brandies, to the Amount of abount 7000 Pipes *per Annum*. 4thly, Corn, (particularly from the Biſhoprick of *Vannes*) of which in a good Year, after a ſufficient Proviſion made for the Province, 6000 Ton of Wheat, and 9000 of Rye, may be exported for *Spain*. 5thly, Hemp and Flax, principally cultivated in the Biſhopricks of *Rennes*, *Treguier*, *Leon*, and *Dol*, and ſold in Threads, Stockings, Socks, Gloves, and Cloths, to a very conſiderable Value. 6thly, Iron, (for which here are ſeveral Forges in different Parts) Lead, Coal, and Paper. 7thly, Pilchards and Mackarel, whoſe Fiſhery is carried on from *Port Louis*, *Belliſle*, *Concarnau*, *Audierne*, and ſometimes from *Breſt*. 8thly, Woollens, ſuch as Eſtaminas, Druggets, Serges, Flannels, Crapes, and ſome ordinary ſmall Cloths, made at *Nantes*, *Rennes*, *Bourg*, *Dinan*, *St. Brieux*, *Lamballe*, *Chateau-briant*, *Nozay*, *Redon*, *Joſſelin*, *le Guay de Plelant*, *St. Croix*, *Auvray*, *Vannes*, *Maleſtroit*, *Rochefort*, *Chateau-neauf*, *Longonna*, and *Herviliac*, to the Value of about *Ls.* 40,000

And I ſha'l here re-capitulate the aforementioned Commodities, and ſet down what thoſe carried out of the Province may yearly amount to.

Linens of all Sorts, to the Value of	12,000,000
Threads, crude, whitened, and coloured, to the Value of	1,000,000
Paper of different Sorts	200,000
Honey and Wax	600,000
Butter	100,000
Horſes 1,000,000, Oxen 350,000, Hogs 100,000, and Sheep 40,000, in all	1,490,000
Grain 100,000, Salt 100,000, Fiſh 50,000, and Game 10,000, in all	260,000
Poultry 14,000, Hides and Skins 60,000, Wines and Brandies 80,000, in all	154,000
Hemp, Tow, and Cordage 150,000, old Rags 10,000	160,000
Hair and Flocks 10,000, Staves 15,000, and Wood for Building and Fuel 230,000	255,000
Iron for Anchors 10,000, Cards 6,000, Tallow and Greaſe 100,000	116,000
Livres	16,375,000

17. *Of the Dutchy of* Burgundy.

THE Wines of *Dijon*, *Nuis*, *Beaune*, *Pomarre*, *Chaſſagne*, *Mâcon*, *Tonnerre*, *Auxerre*, &c. are the principal Products of this rich Province, and are juſtly termed the Mother of Wine, not ſo much for the Quantity, as the Excellence of its Quality: Here are however other Commodities, as Corn, Iron, Cattle, Wool, Hemp, *&c.* of which the following Manufactures are made, *viz.* from 12 to 15,000 Pieces of Cloths, Serges, and other Stuffs; the Crop of Wool amounts to 3 or 400,000 lb. Weight; the Hides and Hats ſuffice for the Uſe of the Inhabitants; here are thirty-two Forges for Iron, and eight Paper Mills: Several Ingredients for Dying grow here, and Woad in particular flouriſhes to a Miracle; Linens are made at *Vitaux*, *Saulieu*, and *Autun*, tho' coarſe, and no large Quantity; and a few Stockings, with ſome Lace, finiſh the Catalogue of this Province's Productions.

18. *Of* Franche-Comte.

THE Products of this Province conſiſt of Corn, Hay, Iron, Saltpetre, Salt, Cattle, Butter, Cheeſe, and Horſes. The Rivers *Saone*, *Doux*, *Lougnon*, *Loure*, and ſome Brooks, work upwards of thirty Forges and Furnaces, where a large Quantity of Bombs, Bullets, and many other Iron Commodities are made; Maſts and other Wood for Marine Conſtructions grow here in Plenty; and the Saltpetre made in a common Year, is about 1,200,000 lb. with Room for a conſiderable Augmentation at a ſmall Expence, upon a due Application. The Salt is from the Pits of *Montagne doreé*, ſo named from the rich Treaſure it encloſes, which however only conſiſts of two Drains of Water never dry, and which produced an extraordinary Quantity of this Commodity. The Studs of this Diſtrict are very conſiderable, having always about 80 Stallions, 9000 breeding Mares, and from theſe about 5000 Colts yearly; here is no Manufacture of Drapery nor any other Product meriting Regard.

19. *Of* Dauphine.

THIS Province being divided into Mountains and Plains, the Productions correſpond to this Diverſity of Soil and Situation. The Mountains produce Firs, and other Trees proper for Marine Uſes, and cover ſeveral Sorts of Minerals and Metals; and the Rivers that ariſe and flow from them, turn many Mills of Forges and Founderies, for carrying on diverſe Works of Iron, Steel, Copper, and Lead, according to the different Species of Metals; caſt and wrought

wrought here. The principal Iron Mine is in the Mountain of *Allevard*, ſix Leagues from *Grenoble*, being of an excellent Quality, ſoft, eaſy to forge and file, without Flaw. The Copper Mines are in the Mountain of *Clochc*, and thoſe of Lead in the *Capençois*, near the Cave of the *Arnauds*, and at the Village of *Argentieres*, four Leagues from *Briançon*. In the Territory of *Beſſes*, there are Slates, in that of *Larnage* a Mine of Vitriol and Copperas, and another of Tobacco-pipe Clay, worked up at *Tain*, *Cezanne*, and *Ceſtiers*, the *Briançonnois* produce Chalk, and ſeveral Parts in the Upper and Lower *Dauphiny*, Coal and Saltpetre. The Manufactures, which theſe different Metals and Minerals occaſion and maintain, are ſpread thro' the whole Province. Steel is made at *Rives-Moirans*, *Voiron*, *Beaumont-Furent*, *Tulins*, *Beaucroiſſant*, *Chabons*, and *Vienne*. The Iron is forged at *St. Hugon*, *Hurtiers*, *Thois*, *Allevard*, *Laval*, *Goncelin*, *la Come*, *Vriage*, *Revel*, *des Portes*, *St. Gervais*, and *Royans*; and Scythes and Sickles are made at *Voiron* and *Viziles*; Sword Blades at *Rives*, *Beaucroiſſant*, *Tulins*, *Vioron*, *Beaumont-Furent*, but above all at *Vienne*; Cannons are caſt at *St. George*, and Anchors forged at *Vienne*: In fine, there are Copper Forges at this laſt mentioned Place, *Turins*, *Voiron*, and *Beaucroiſſant*; and the Vitriol and the other Minerals are prepared in the Fabricks and Laboratories of *Allevard*, *Laval*, *la Cloche*, *Largentieres*, *Leſchet*, *Bauriere*, and *Larnage*. Theſe are the Products of the hilly Parts, and we will now deſcend to the Plains, where we may find growing in their proper Seaſons, Hemp, Corn, and Mulberry-Trees, for the Nouriſhment of Silk-Worms. The Linen Manufactures of the former are at *St. John-Cremiere*, *la Tour-du-Pin*, *Bourgoin*, *Vienne*, *Jallieu*, *Ruy*, *Liſle*, *Dabo*, *Artas*, *St. George*, *Voiron*, and at *la Buiſſe*. It is alſo almoſt in the ſame Places that Thread is ſpun, for ſewing and for the different Sorts of Capmaking: Silk is made thro' the whole Province, excepting in the Mountains, and ſome Parts too cold for the Worms; and beſides theſe, here are many Paper Mills at *St. Donat*, *Chateau-double*, *Perus*, *Diſmont*, *Chabeuil*, *St. Vallier*, *Creſt*, *Vienne*, *Rives*, *Pariot*, and *Vizille*. The Fabricks of Hats are eſtabliſhed at *Grenoble*, *Fonteuil*, *Saſſenage*, *Voreppe*, *Moirans*, *Creſt*, and *Pont-en-Royans*. Large Hides are dreſſed on the Side of *St. André*, *St. Jean-de-Bournay*, *Vienne*, *Serre*, *Grenoble*, *Lumbin*, *Croles*, and *Goncelin*; the Skins and ſmall Hides are tanned at *Grenoble*, *Voiron*, *Romans*, *Valence*, *Loriol*, *Livron*, *Montelimazt*, *Dieu-le-fit*, *Vienne*, and *St. Antoine de Viennois*. The Cheeſe of *Saſſenage* or other Parts ſold under that Name; the Gloves of *Grenoble* ſo light and fine; the Pine-Nuts, Roſin, Turpentine, *&c.* gathered in theſe Parts, make a conſiderable Addition to the Trade of them; but I have yet to treat of a principal Branch, *viz.* that of the Woollen Manufactory, carried on at *Grenoble*, *Voiron*, *Tulin*, *St. Marcollin*, *Roybon*, *Serre*, *Beaurepaire*, *St. Jean-en-Royans*, *Romans*, *Pont-en-Royans*, *Creſt*, *Montelemart*, *Tollinian*, *Dieu-le-fit*, *Buis*, *Valence*, and *Vienne* in all which Places are annually made from 38 to 40,000 Pieces of Cloths and Stuffs.

20. *Of* Provence.

THIS Province is very fertile in Wine, Olives, Saffron, Oranges, Lemons, Prunes, Almonds, Nuts, Pomegranates, and all Sorts of excellent Fruit; and here is alſo gathered a very great Quantity of Silk and Wool: Of the Olives is made large Quantities of the ſweeteſt Oil, beſides thoſe pickled, for which the *Provencials* have the beſt Method yet known. Their Muſcatel Wines of *St. Laurent* and *Cioutat* exceed any thing of that Nature, and add to the Delights of the beſt Tables: The Raiſins, wherewith theſe Wines are made, and particularly thoſe gathered about *Roquevaire* and *Auriol*, are excellent in their kind, as the Figs are dried here of two Sorts, and no Part of the World comfit their Fruits in that Perfection as here. The great Number of the Mulberry-Trees, with which this Province abounds, enables the Natives to breed vaſt Quantities of Silk Worms, and thereby procure large Crops of their precious Webs. The Soap, particularly that of *Marſeilles* and *Toulon*, is in very good Repute, though generally allowed to be inferior to that ſhipped at *Alicante* in *Spain*. There are in *Provence* ſixty Paper Mills where many Sorts of this Commodity are made; and the Tanneries are many and very conſiderable. The Country Wools are employed in diverſe Manufactures of Stuffs, and many Fabricks of Hats; the latter at *Aix*, *Marſeilles*, *Toulon*, and in the Principality of *Orange*; and the former at *Toulon*, *la Roque*, *Meuve*, *Solieres*, *Cuers*, *Pequanto*, *Camoulles*, *Luc Draguignan*, and at *Lorgues*, tho' a great Part of theſe are made of *Spaniſh* Wool, pure and unmixt: At *Gordes*, *Apt*, *Ayquiers*, *Auriol*, *Signe*, *Colmars*, and *Digne*, are likewiſe made ſome corded and other Stuffs, as there are at *Arles* and *Grignan*, of other Species: in this Province alſo are many Hammers for Copper Works, which are all the Commodities it furniſhes to Trade.

21. *Of* Languedoc.

ALTHOUGH this and the laſt mentioned Province are joined together, enjoy the ſame Aſpect, and are expoſed to the ſame Winds, they are however very differently divided, in Regard of the neceſſary Advantages for Trade, more eſpecially in their Ports, with which the other abounds; and to this Nature has given none, ſo that the few it enjoys, are the Effects of Art, made with a great deal of Trouble and Expence: However, as in theſe Sections I propoſe to confine my Diſcourſes only to the Products and Manufactures of the Countries treated of, I ſhall omit enlarging on their Situation, at leaſt at preſent, and proſecute in this, the Method I have obſerved in my Account of all the preceding Provinces.

Languedoc is eſteemed one of the beſt cultivated Provinces of the Kingdom of *France*, and juſtly merits this Encomium; its Inhabitants are numerous, diligent, ſkilful, and induſtrious; it enjoys the Advantage of having a greater Diverſity in its Products, than any other Province; yet this Country ſo well cultivated, and ſo well peopled, might raiſe a much greater Revenue, ſupport a much greater Number of Inhabitants, and furniſh the State with much larger Succours, if it underſtood to attract by a ſuitable Culture all thoſe Advantages which it is capable of procuring; it has Plenty of Corn and Wool, but it might largely augment its Crops of Wine and Oil, and expect a ſurer, more beneficial, and immediate Sale to theſe Commodities, than they ever find, or can hope for from the others; the Growth of Silk might alſo be greatly encreaſed, and Cotton might be planted to Advantage, and this further improved by eſtabliſhing Manufactures of it; much more Salt might be made, more Mines wrought, and a great Number of Things might be added to the natural Products of the Country, for which the Soil and Situation is adapted; however, I ſhall not enlarge on what this Part of *France* might be made to produce, but now acquaint my Readers with what its Products and Manufactures actually are.

This fruitful Province, one of the largeſt, richeſt, and moſt agreeable of that Kingdom, has two great Salt Marſhes, the one at *Mardirac*, the other at *Sigean*, both yielding vaſt Quantities of that uſeful Commodity. At *Rieux*, *la Grange-des-pres*, *Lodéve*, *Carcaſſonne*, *Limoux*, *Caſtres*, *Alby*, *Alet*, *St. Colombe*, *Lauclanet*, *Laiſſac*, *la Grace*, *les Saptes*, *Chalabre*, *Mazanet*, *Terriéres*, *la Caune*, *Bedarrieux*, *St. Sivian*, *Quiſſac*, *St. Hypolite*, *Bauzely*, *Vigan*, *Ganges*, *Saumennes*, *Anduze*, *Alais*, *St. Gervais*, *Sommieres*, *Gardonnenque*, *la Salle*, *Beziére*, *Aniane*, and *Beaucaire*, are many Woollen Manufactures of Cloths, Serges, Ratines, Bays, Crapes, Druggets, Linſey Woolſey, and ſeveral other Sorts of Stuffs: Of the ſilken Fabricks, the principal are at *Toulouſe*, *Montpelier*, *Niſmes*, *Alais*, and in ſome other Towns and Villages along the *Rhone*, where are made Taffaties, Tabbies, Crapes, Tarandines, Brocades, Damaſks, and ſome Goods with a Mixture of Silk and Wool, in which all the Silk gathered in theſe Parts is employed, being from 12 to 1500 Quintals in a common Year. The Verdigris made at *Montpelier* and its Neighbourhood, and the Cryſtal of *Tartar* prepared at *Aniane*, are in great Eſteem among Strangers. The Dioceſe of *Mirepoix* has alſo Mines of Iron, Coals, and Jett; the Iron is found and wrought at *Courſouls*, *St. Colombe*, *Quillau*, and at *Beleſtat*; the Coal at *Trimont*, and at *St. Benoiſt*; and the Jett at *Lovan*, and *Ralanet*. Of Hats, the Fabrick is very conſiderable in theſe Parts; they are made at *Montpelier*, *Quiſſac*, *Sauve*, *St. Hypolite*, *Sumennes*, *Anduze*, *Alais*, *Uſes*, *St. Geniez*, *la Salle*, *Niſmes*, *Clermont*, *Beaucaire*, *Valborgne*, *Mairvain*, and *Valarangue:* Cheſnuts and Hemp are plenty in the *Vivares*; and in the Dioceſe of *Carcaſſone*, all the Inhabitants of the ſix Boroughs, compoſing the little Territory of *Graiſſeſac*, are Nail-Makers. The Fabrick of Lace employs a good Part of the Workmen in *Velay*, and beſides the Manufactures before-mentioned at *Montpelier*, there are made Blankets, Wax is whitened, and thoſe Drams called *Roſſolis*, compoſed in greater Quantities than can be conſiſtent with their Drinker's Health: But to abbreviate the Detail of this Province's Products, I ſhall excuſe giving a more particular Account of them than the preceding; tho' in the following general one, I ſhall ſet down the Value of the total Produce and Manufactures, and add what Share of it is ſuperfluous to the Province's Conſumption, and therefore ſent into others, and abroad.

Merchandize and Commodities of the Growth and Manufacture of *Languedoc.*	The Price at which each Article in Trade is fixed and may amount to in a common Year.	The Value of the Goods and Merchandizes extracted for foreign Parts, and other Provinces of *France.*
Grain	Ls. 1200000	400000
Wine	830000	830000
Brandy	440000	440000
Hungary Water	120000	120000
Drams	150000	150000
Verdigris	200000	200000
Olive Oil	2000000	1000000
Woad	50000	25000
Saffron	100000	80000
Prunes	120000	60000
Soude, or Kale	50000	30000
Turnſol, or Heliotropium	15000	15000
Cheſnuts	150000	60000
Wood	300000	150000
Staves and Caſks	60000	30000
Silken Goods	1800000	1500000
Cattle and Wool	1000000	600000
Forged Iron	120000	8000
Nails	140000	60000
Melting down old Copper	20000	10000
Paper	140000	100000
Parchment	15000	
Cards	60000	30000
Soap	105000	5000
Whitening of Wax	150000	50000
Linens	30000	
Laces for Stays	10000	60000
Pilchards and other Salt-Fiſh	100000	400000
Lamb, and Kid Skins	800000	30000
Gloves	50000	
Sheep, Goat, and Buck-Skins, dreſſed into Chamois	258000	150000
Glue	50000	
Drinking and Saſh Glaſſes	20000	
Plate Glaſs	30000	40000
Laces of Puy	60000	60000
Fuſtians and Dimities	90000	200000
Blankets	230000	
Hangings	20000	
Fine and ordinary Stuffs	4100000	5300000
D° Cloths	8450000	
Worſted Stockings	40000	150000
Hats	400000	
Taffeties, Ribbons, and Silk Stockings	900000	600000
Coarſe Silk Stuffs	80000	50000
Confection of Alkermes	50000	50000
Eels of Aigueſmortes	35000	20000
Sardignas	30000	15000
Garden-Seeds	30000	15000
	Livres 25198000	Livre 13093000

22. *Of the Lower* Navarre *and* Bearn.

IF *Bearn* cannot be called fruitful, the lower *Navarre* is much leſs ſo, being a mountainous barren Country, whoſe Soil will not produce any thing but through Force of Application and Care; and it is owing to the Aſſiduity, Labour, and Induſtry of the Inhabitants, that it yields the little it does. The Valleys of *Baretons*, *Aſpe*, and *Oſſant*, in the Precinct, or *Senechauſee*, of *Oleron* in *Bearn*, produces Pines to make Maſts for the Royal Navy; they likewiſe encloſe ſome Mines of Lead, Copper and Iron, which employ a Quantity of Forges, Founderies, and Hammers; ſome Salt is alſo made in different Parts of *Bearn*, though very little more than ſerves for the Natives Conſumption. The Productions of this Country for Trade are Wine, Wheat, Millet, Oats, Apples, Flax, and Hemp, with which latter they make ſome Linen, as they do Cyder with their Apples; ſelling their Wine, of which that of the Seneſchalry of *Morlac* is eſteemed excellent. Theſe two Provinces, more eſpecially the Mountains of *Navarre*, have moſt admirable Paſturage, which enables the Inhabitants to breed and raiſe a great Number of Horſes, black Cattle, and Sheep, of which latter the Wool is ſo fine as to paſs for that of *Spain*; though here are no Woollen Manufactures, except a trifling one for coarſe Cloths for the poor Natives Uſe.

23. *Of* French-Flanders,

OF which *Liſle* is the Capital and Centre of its Trade; its Manufactures, and the Undertakings of its Merchants, employ and maintain about 100,000 Workmen, either in the City, Suburbs, plain Country, or the neighbouring Villages: The Commodities which this Part of *Flanders* produces, are Grains of all Sorts, for the Food both of Man and Beaſt; Hay, Wood, Fruit, Wool, Horſes, Flax, Cattle, Butter, and prodigious Quantities of Rape Oil.

The Manufactures conſiſt in Cloths, Serges, Ratines, and diverſe other Sorts of Stuffs, made with Wool alone, or mixed with Silk or Thread; and others, where ſeveral Sorts of Linens are made, both figured and plain; Hides differently tanned; Tickings, Camblets, Damaſks, Velvets, Laces white and black (either of Thread or Silk) Tapeſtry, gilt Leather, Pipes, Match, Paſteboard, Stockings, Breeches, Caps, and other ſuch knit or wove Work; fine Ozier Baſkets, Hatts, Barragons, Crapes, Blankets, and ſeveral other Species of Stuffs: All theſe Manufactures are eſtabliſhed in the City of *Liſle*, and the Commerce they occaſion can hardly be imagined. At *Orchies* are made Trippes; at *Douay* the ſame things in Proportion as at *Liſle*; at *Armentiers* Eſtaminas, ſome Cloths, and a very few light Stuffs; it is in this City alſo that the Linens made in the adjacent Parts, are all ſold; at *Lanoy* and its Juriſdiction ſome light Stuffs alſo are made. At *Gorgche* is a Fabrick of plain and figured Linens, whitened in the Whitſteries of this Place, which are excellent for the Purpoſe. There are ſeveral Looms of Woollen Stuffs, or thoſe mixed with Silk, at *Roubais* and *Turcoing*; at *Menin* is a Fabrick of Linens and another of Hats; and in fine, at *Tournay* are made Worſted Stockings, mock Pluſh, and Earthen-Ware.

24. *Of* Lorrain *and* Barr.

THERE are but few woollen Manufactures in either of theſe Dutchies, and none of Silk; what little is carried on of the former is at *St. Nicholas*, *St. Maria au Mines*, but the Cloths are very coarſe and in little Eſteem. At *Nancy* is a Fabrick of ordinary Hangings, though ſo trifling, that I ſhould not have mentioned it, but to avoid leaving out any Manufacture in a Country where there are ſo few. That of Thread Laces is not only more conſiderable, but is almoſt the only one that merits any Regard; *Mericourt*, *Vezelize*, *Neufchateau*, and ſome Villages in their Juriſdiction, are the Places where moſt are made, and employ five or ſix hundred Women or Girls; it is true, they are far from being fine, but of a Quality very fit for the *Spaniſh* Markets, where ſeveral thouſand Pieces are annually ſent. Houſhold and other Sorts of Linen, Worſted Stockings and Caps, Hats, Cordage, Nails, and Paper, are alſo Manufactures of theſe Provinces, but all conſumed at home; and what they afford for Trade, is Salt, Iron, Allum, Saltpetre, Wood, Cattle, Wool, Rape Oil, Honey, Wax, Wine, Brandy, Skins and Glaſs. Places proper for making Salt, are found in many Parts of *Lorrain*, ſo that at leaſt a dozen might be appropriated to this Purpoſe, which would furniſh a large Quantity of an excellent Sort; though only three are now wrought, *viz.* at *Rozieres*, *Chateau-Salins*, and *Dieuſe*.

The Iron Mines are chiefly in the Mountains of *Voſge*, though there are ſome in the plain Country; they afford plenty of Metal, and employ a great Number of Forges. The Allum Mines are only found in the *Voyvre* near *Longevi*, and are of little Advantage to the *Lorrainers*, as they neither know how to extract or prepare it. Of Saltpetre they have no Mine, but

but collect it as elſewhere, on the Walls of old Houſes, and other antique Buildings. Timber and Maſts are felled in the Mountains of *Voſge*, both for Ship and Land Uſe; and the Glaſs-houſes are eſtabliſhed in the Woods of the Provoſtry of *Arnoy*, in thoſe of *St. Michael*, and at the Village of *Tavoy*, three Leagues from *Nancy*. Brandies are diſtilled at *Pont-a-Mouſſon*, though not from Wine as in other Parts of *France*, but from the Preſſings of the Grapes, which are every where elſe regarded as uſeleſs, or at moſt ſerve only for feeding of Pidgeons, or to dry and burn. The Skins, particularly thoſe of Bears, which are taken in large Quantities in the Mountains, and the Foreſt of *Voſge*, are ſold at *Straſbourgh*, &c. Wheat grows here in Plenty; and the *Lorrainers* are eſteemed the beſt Founders in *Europe*, eſpecially for Cannon, Mortars, and Bells; the Inhabitants of *Leveſcour*, *Outremicour*, and *Brcranne*, are the moſt reputed for theſe Fabricks, and this Art may be regarded as a Sort of Trade in *Lorrain*.

25. *Of the three* Biſhopricks.

UNDER this Name are comprehended *Metz*, *Toul*, and *Verdun*, three imperial and epiſcopal Cities in *Lorrain*, now ſubject to *France*. The Products of this Country are Wine, Wood, Grain, Salt, Hides, Fruits, Confectionary, Brandy, Linen, and wrought Wood of *St. Lucia*, (a ſweet ſcented Wood) beſides which here are ſeveral Woollen Manufactures and Fabricks of Caps; the beſt of which are eſtabliſhed at *Metz*, and its Neighbourhood, which conſiſt of all Sorts of Ratines, diverſe Species of thin Serges for the Womens wear, coarſe Cloth, with ſome Druggets, and Eſtaminas. *Toul* and *Verdun* have alſo ſome of theſe Manufactures, but very inconſiderable both in Quantity and Quality. Worſted Stockings are made in all the three Cities, and theſe Parts abound ſo in Tanneries, that there are above forty at *Metz*, more at *Verdun*, and ſeveral at *Toul*. A ſufficiency of Salt is extracted from the Works of *Moyenvic*, as theſe produce about 9000 Muids *per Annum*. Oil is made here from the *Lorrain* Rape-Seed, both for their Woollen Manufactures and Lamps. The Mountains of *Voſge* furniſh the three Biſhopricks with Cattle, Butter, Cheeſe, Skins, (eſpecially thoſe of Bears) and Wood for all Uſes; beſides which, they make Brandy in the Manner as is expreſſed under the preceding Section of *Lorrain*.

26. *Of* Alſace.

THERE is nothing nigh the Trade carried on in this Province, as its Fertility, and the Number of its Products ſeem to Promiſe; however, *Straſbourg* (Capital of the Lower *Alſace*) furniſhes Trade with Tobacco, Brandy, Hemp, Madder, Alkermes, Saffron, Hides, Tallow, Wood, and large Cabbages, of which laſt Commodity, though ſeemingly trifling, there is yearly ſold at *Mayence* and in *Holland*, to the Amount of 30000 Crowns: The Manufactures of this City conſiſt of Hangings, ordinary Cloths, Blankets, Serges, and ſome Linens, made both of Hemp and Flax; at *Giromani*, *St. Marie-au-Mines*, *Aſſembare*, and *Munſter*, are Mines of Silver, Copper and Lead, all in the Upper *Alſace*; and to melt and prepare the Iron of theſe Mines of *Befort*, there are many Furnaces and Forges in the neighbouring Foreſts, and for thoſe of Copper, a Number of Hammers and Founderies.

27. *Of* Rouſſillon.

THE Wool, Iron, and Olive Oil of this County, are the principal of its Products for Trade: The firſt of theſe are ſo fine and good, that they almoſt equal the *Spaniſh* in Quality; the Extract of Oil in a common Year, is to the Worth of from 2 to 300,000 Livres; but of the Wine, though good, only a midling Quantity is ſold; the reſt of their Trade conſiſts in Wheat, Millet, large Cattle and Sheep. *Rouſſillon* has no one conſiderable Manufacture; here are however ſome Blankets, ordinary Linens, and coarſe Cloths, made for the Peaſants Cloathing and Uſe.

I Have now finiſhed my Detail of what each County of *France* produces, and ſhall next inform my Readers how theſe Products are diſpoſed of, in the general Traffick of that Kingdom, excuſing to mention any thing of the Trade carried on with *Great-Britain*, as this has been ſpoke to already.

The Commerce of *France* is extended almoſt to every Part of the known World, where any is carried on; and it is this only I ſhall ſpeak of, without regarding their Home Trade, and ſhall begin firſt with that they maintain with *Holland*, as the moſt conſiderable of any other they are engaged in; and the principal Cities concerned in it, are *Paris*, *Rouen*, *Orleans*, *Dieppe*, *Dunkirk*, *St. Valery*, *Caën*, *Nantes*, *St. Malo*, *La Rochelle*, *L'Iſle de Rbé*, *L'Iſle de Oleron*, *Bourdeaux*, *Bergerac*, *Montauban*, *Bayonne*, *Lyons* and *Marſeilles*, whoſe Trade with the *Dutch*, I ſhall deſcribe in Order. Of the Manufactures of *Paris*, are ſent to *Holland*, all Sorts of rich Silks, as Gold and Silver Brocades, and thoſe without either of theſe Metals; Gros de Tours, Damaſk, floured and plain Sattins,

Sattins, Tarandines, Thread Laces, Ribbons and Girdles, Aprons, Head Dreſſes, Gloves, Fans, Jewels, Books, *&c.* From *Rouen* they extract Linens, *Caudebec* Hats, Laces of Silks, and of Gold and Silver, true and falſe, Silk and Worſted Stockings, diverſe Sorts of Mercery and Hardwares, Greening Weed for Dyers, Thiſtles for Clothiers, Saſh Glaſs, Bon Cretion Pears, Rennet Apples, Cyder and Sweetmeats. From *Orleans* they have only *Gâtinois* Saffron, *Orleans* Wine, and ſome from the *Loire*, and Brandies: *Dieppe* furniſhes them with Saſh Glaſs, Mercery, and Hardwares, and a large Quantity of Combs and Horn Tobacco-Boxes. The Trade of *Dunkirk* with *Holland* is now reduced to the Importation only of the Returns the former gets by its *American* Commerce, and which is principally ſent to *Rotterdam*. *St. Valery* has hardly any Trade with the *Dutch*, nor does *Caën* remit them any thing but Paper, which is ſent both to *Amſterdam* and *Rotterdam*. *St. Malo* ſupplies the former with Paper, Honey, Grain, Calf Skins, Grindſtones, *India* Goods, coarſe Sugars, and ſeveral *Spaniſh* Commodities.

Nantes ſends them *Bretagne* Linen, Butter, (when ſcarce in *Holland*) Corn, ſuch as Wheat, Rye and Maſlin, Honey, *Gâtinois* Saffron, *Loire* Wine and Brandy, Paper, Prunes of *St. Catherine*, Sugar, Indigo, Cocoa, Rocou (for Dying) and Cotton Wool: *Rochelle* furniſhes *Amſterdam* with Wine, and Brandy, Salt, Paper, brown Sugars, Syrup, Indigo, *Martinico* Cocoa, Walnut Tree Boards, *&c.* The Iſles of *Rhé*, *Oleron*, and Town of *Cognac* ſupply it plentifully with ſmall Wines, (particularly that from *St. Martin*) Brandy and Salt. *Bourdeaux* ſends there Brandy, Vinegar, *Perigord* Cheſnuts, Prunes of *St. Antonin*, Walnuts and Walnut-tree Planks, Honey, *Montauban* Saffron, Linſeed for Oil, Paper, Turpentine, Roſin and Pitch, coarſe Sugars, Indigo and Rocou, Syrups, and ſeveral other Commodities. *Bergerac* only affords for this Trade, Wine and Cheſnuts, with which at leaſt a hundred and fifty Ships go yearly loaded from hence and *Libourne* to *Amſterdam*. From *Bayonne* are carried there the ſeveral Wines of *Juranſon*, *Bearn*, *Chaloſſe* and *Cape Breton*; Brandies, Cheſnuts, Prunes, Hams, Liquorice, Turpentine, Roſin and Pitch; a large Parcel of *Spaniſh* Wool, Honey, Bed Feathers and Linſeed. *Lyons* deals only with *Amſterdam* in Silks and Exchanges, though *Marſeilles* ſends there Olive Oil, Soap white and marbled, Brandy, *St. Laurence* Wine, Olives, Capers, Anchovies, Honey, Almonds, Figs, Raiſins, Currants, Tunny Fiſh, Dates, Verdigreaſe, Perfumes, Woad of *Languedoc*, *Marſeilles* Quilting, Silk Stockings of *Niſmes*, all Sorts of *Arabian* and *Levant* Drugs, Coffee, Silk, Cotton Wool and Thread, *Angora* Goats Hair, Camels Hair, and ſeveral other Sorts of Merchandiſe.

And what *Holland* ſends to *France* in return, are Cloths, Cambricks, Hollands, Cotton Wool, and Thread, Chints and Muſlins (but theſe by Stealth, as they are contraband) Sugar Candy, Pepper, Cinnamon, Cloves, Mace, Nutmegs, writing Quills, fine Wool, Horſe Hair, Ox Horns, Drugs for Dying, Diamonds, Pearls, and Seed Pearls, Madder, Galls, Gums, Allum, Copperas, Vitriol, Pewter, Lead, Copper, Tin, Steel, Iron, Iron Plates, Pots, and ſeveral other Works of this Metal; Limbecks for Diſtilleries and Kettles for boiling Sugar; Braſs and Iron Wire, Quickſilver, refined Brimſtone, all Sorts of tanned Hides, *Ruſſia* Leather, all Sorts of Skins, Flax, Hemp, Cables and Cordage for Ships, Sail Cloth, Maſts, Yards and Plank for all Marine Uſes, Timber for Houſe Building, Rozin, Pitch, Tar, Cheeſe, Tallow, Candles, Butter, Salmon pickled and ſmoaked, Herrings, Whalebone, Train, Linſeed and Rape Oils, Linſeed for ſowing, Muſk, Civet and Ambergris, Coral, and yellow Amber, Staves, Caſks, Aſhes for the Soap Works and Whitſters, white and yellow Wax, Wax Candles and Flambeaus, Starch; all Sorts of Thread for Sewing or Weaving, as alſo for making Cables and Sails, China Ware, Tea and Chocolate, Couries, and all Sorts of Copper Baſons and Merceries for the *Guinea* Trade; Tapeſtries of different Species, Cannon, and all Sorts of Fire Arms, Powder, Bullets and Bombs.

By which may be in Part ſeen how conſiderable a Trade is carried on between *France* and *Holland*; and if we may believe the Author of the Memoirs *on the Commerce of the Dutch*, Monſ. *Boreel*, who was their Embaſſador to his moſt Chriſtian Majeſty, had declared and proved to the *French* Court, that in the Year 1658, Goods had been entered in the ſeveral Cuſtomhouſes of the ſeven United Provinces to above three Millions and a half of Guilders in Value, in the following different Sorts of Commodities. *viz.*

	Guilders.
Of Velvets, Sattins, Gold, Silver, and other Brocades, Taffeties, *&c.* made at *Lyons*, *Tours*, and *Paris*, to the Value of	6,000,000
Of Silk Ribbons, Thread, and Gold and Silver Laces, Buttons, Stay-Laces, *&c.*	2,000,000

Of

	Guilders.
Of Caſtor, Vicuna and *Caudebec* Hats, made at *Paris*, &c.	1,500,000
Of Feathers, Belts, Fans, Head-Dreſſes, Looking-Glaſſes, Watches, Clocks, and other Merchandiſe of this Sort	2,000,000
Of Gloves made at *Paris*, *Rouen*, and *Vendome*	1,500,000
Of Wools ſpun in *Picardy*	1,500,000
Of the different Sorts of Paper made in *Auvergne*, *Limoſin*, *Poictou*, *Champagne* and *Normandy*	2,000,000
Of Pins and Needles, Box, Ebony, and Ivory Combs	500,000
Of Hardware from *Auvergne*	500,000
Of the different Sorts of Linens from *Bretagne* and *Normandy*	5,000,000
Of Furniture, Beds, Quilts, Blankets, Curtains and Fringes	5,000,000
Of *Bourdeaux*, *Gaſcoyne*, *Saintonge*, *Orleans*, *Anjou*, and *Nantz* Wine	5,000,000
Of Brandy and Vinegar	1,500,000
Of Saffron, Soap, Honey, Almonds, Olives, Prunes, &c.	2,000,000
Which Imports together make thirty-ſix Millions of Guilders	36,000,000

Monſ. *Boreel* (ſays our Author) repreſents, that beſides all this, *Holland* annually extracted from *Rochelle*, *Marans*, *Brouage*, and the Iſlands of *Rhé* and *Oleron*, above five or ſix hundred Ship Loads of Salt, without including Hemp, Wheat, and other Grain that they take from *France* in a plentiful Year, which ſometimes amounts to more than ſix Millions; and though this Trade muſt have ſuffered ſome Alteration in near a Century, that has elapſed ſince the above Calculation was made, yet it ſtill continues very great, and moſt of the ſame Commodities exchanged as was by the preceding Account.

The *French* likewiſe carry on a very important Trade with *Portugal*, *Spain*, and *Italy*, though nothing nigh ſo much as they formerly did, as *Spain* in particular has within a few Years paſt ſet up ſeveral Manufactures of Silk, more eſpecially at *Valencia*, which now rival the *Lyonois* Fabricks in Pattern, Goodneſs and Dye; they however, ſtill ſupply *Portugal* with this Commodity, and both Kingdoms in ſome Woollens for their *American* Trade; on the contrary, raw Silk is carried from *Italy* to *France* as well by Sea as Land, and all the *Italian* States in return take off ſome Part of their fleecy Treaſure wrought into Serges, Cloths, Druggets, &c. Of Hats, ſome are yet exported to all theſe Countries, though in nothing near the Quantities as was uſual when thoſe of *Caudebec* were the celebrated ones of *Europe*; their Linens and Lace alſo continue to find a Sale as well in moſt Parts of *Italy* as the *Spaniſh* and *Portugueſe* Dominions, both in this Part of the Globe and *America*; and theſe States furniſh the Wants of the *French* with large Parcels of Hides from *Buenos Ayres* and *Nueva Colonia*, as they do with Snuff and Roll Tobacco; of the former it is ſaid, about two thouſand Ton from *Spain*, and as much of the latter from *Portugal*; they alſo take from *Spain* large Quantities of Soap ready made, with Oil and Soſa or Barilla, to manufacture more at home; and with this latter they likewiſe ſupply themſelves for their Plate Glaſs Fabricks. their Wine, Brandies and Salt, they carry on a prodigious Trade to all the *North*, for though many of thoſe Parts are ſupplied with theſe Commodities at ſecond-hand by the *Dutch*, yet none totally; for *Sweden*, *Denmark*, *Ruſſia*, and the *Dantzickers* relieve a great Part of their Wants with their own Shipping, which they load with Iron, Steel, Copper, Tin, Lead, Powder, Stock Fiſh, Salt Fiſh, Tallow, Wools, Boards, Maſts, Hemp, Cordage, Tar, and other naval Stores for the *French* Markets; though indeed in regard of the *French* Intereſt, it ſignifies very little what Nations are the Exporters of their Commodities, provided they be taken off. They carry on an immenſe Trade to the *Levant*, and on the Coaſts of *Barbary*, principally with their own Products and Manufactures, and ſupply all their *Weſt-India* Settlements with them; they ſhare all the *European* and *American* Fiſheries, and if they do not do as much as the *Engliſh* and *Dutch* do in them, they do more I believe than all the other Nations put together. Their Commerce with *Germany* is alſo conſiderable, and a great Part of this is carried on by Land, as the two Empires in many Places join, ſo that Silks, Salt, Woollens, &c. they may get to Market without the Intervention of any Sea Carriage, and bring back an Aſſortment of thoſe fine Threads and Laces for which many of thoſe Parts are ſo famous. The *Flemings* come empty, and load back with Wine, Brandy, Syrup, and Sail Cloth. The *Hamburghers* bring Lead, Copper, Starch, Staves, Steel, Iron; and in return take Salt, Wines, Brandy, Indigo, Ginger and Paper. For carrying on their *Weſt-India* Trade, the *French* have a Company with an excluſive Charter, which was at firſt formed in 1628, to ſupport the Colonies they had at that Time eſtabliſhed in *Canada*, and to ſettle others in that vaſt Tract of Land then for the moſt Part unknown; this Company immediately began to flouriſh, and the large Settlements ſince made

made there, are properly owing to its Activity and good Management, though it ſubſiſted no longer than till 1649, when it began to ſell Part of its Grant, and finiſhed the whole by 1651. This occaſioned a Succeſſion of Companies under different Denominations, and frequently ſplit into ſeveral Societies, too prolix to be inſerted here, till they were reunited again in one, in 1664, under the Title of, *The Royal Weſt-India Company* (but this only laſted for about nine Years, when the King annulled the Patent, and annexed all the *American* Settlements to his Crown) at which Time there was alſo eſtabliſhed a more conſiderable Aſſociation, I mean that of the *Eaſt-India* Company, which ſtill ſubſiſts; and there are now very large Colonies and Settlements in both the different Diſtricts, tho' the Support of the one and the other has coſt that Monarch ſeveral Millions. Here is likewiſe the Company *du Baſtion de France*, ſettled in the Kingdom of *Algiers*; and that of *Senegal*, after ſome Years Traffic, was in 1718 ſwallowed up by their grand Company of the *Indies*; tho' out of this ſprung their *Guinea* Company, which changed its Name for that of the *Aſſiento*, and then for the *South Sea* Company, and in its Turn loſt both the one and the other, in its Abolition, the King laying the Trade of their Diſtrict open to all his Subjects in 1716. They have alſo had their *Hudſon's-Bay*, *Miſſiſippi*, *Weſtern*, and *Canada* Companies; the Company of *Acadie*, Company of the *North*, *Levant* Company, and *St. Domingo* Company, all which have been ſo altered and jumbled together, that it would take up too much Time, and be little to the Purpoſe, to give a diſtinct Hiſtory of them: I ſhall therefore conclude my Diſſertation on the Trade of *France*, with this additional Remark, that notwithſtanding its Sufferings by the late War, it ſeems a very growing one, and muſt be regarded with a jealous Eye, by every Well-wiſher to that of *Great-Britain*.

Of the Trade of Spain.

THE principal, and moſt beneficial Branches of this Commerce, have been treated of already in that carried on with us, as the Trade with the *French* can never be accounted ſo, the Ballance being greatly in their Favour, even in that (leſs than midling) Traffic yet ſubſiſting between the two Crowns. The chief Places of Trade in *Spain*, are *Madrid*, *St. Sebaſtian*, *Bilboa*, *Seville*, *Cadiz*, (and in its Bay, *St. Maria*, *Porto Real*, *St. Lucar*, and *Rota)* *Malaga*, *Carthagena*, *Alicant*, *Valencia*, and *Barcelona*, in all which the *Dutch* have ſome Commerce, and, next to that with the *Engliſh*, the moſt advantageous one to the *Spaniards*. *Madrid*, the Capital of *Spain*, is ſituated almoſt in the middle of it, and conſequently lies very diſtant from the Sea, which however does not hinder its carrying on a conſiderable Trade, by Means of the Correſpondence it has ſettled with the ſeveral Sea Ports of the Kingdom, and elſewhere, more eſpecially at *Cadiz* and *Carthagena*, as theſe are the uſual Places, where Goods are landed for the Metropolis; and it is here that all foreign Commodities are entered for the Court, on Account of the Difference in the Cuſtoms, which greatly vary between the ſeveral Ports in this Kingdom. At *St. Sebaſtians*, great Quantities of Wool are ſhipped for *England*, *France*, and *Holland*, as alſo Cheſnuts and ſmall Nuts for the latter, both from hence and *Gigon*, which is but a little diſtant. From *Bilboa*, the *Dutch* carry Wool, Iron, Saffron, Cheſnuts, Oranges, and Lemons: From *Seville* they take Olives, Oil, Wool, Oranges, Lemons, *Morocco* Hides, and Wine: From *Cadiz*, they have Indigo, Cochineal, Tobacco de *Verines*, Jeſuits Bark, Sarſaparilla, Venelloes, and other *American* Drugs and Hides, Salt, Wine, Oil, Figs, Raiſins, Wools, &c. At *Malaga* and *Carthagena*, they ſupply themſelves with Wool, Oil, Olives, Raiſins, Figs, and Wine, and from this latter with ſome Soſa and Barilla. *Alicante* affords them ſtill greater Supplies, as from hence they have a better Sort of the laſt mentioned Commodity; Red Wine (accounted by the *Dutch* a good Remedy for the Dyſentery) *Caſtile* Soap, Anniſeeds, Cummin-Seeds, Almonds, Raiſins, Saffron, Oil, and Salt. *Valencia*, though the Capital of the Kingdom of that Name, and a moſt delightful fertile Country, produces nothing for the *Dutch*, nor indeed any other Nation, but raw, or wrought Silks, of which the firſt is however generally all ſhipped at *Alicante*, when the Extraction is permitted, (which has for ſome Years been denied) and *Valencia* grows no Almonds or Wines, as moſt Authors have erroneouſly aſſerted. *Barcelona* is the Capital of *Catalonia*, where ſome few Woollens are made, though the only Extracts from theſe Parts for *Holland*, are Brandies and Nuts, chiefly ſhipped at *Saloe*. The Merchandizes, which the *Dutch* carry to *Spain*, are *Holland*, *Sileſia*, and *Oſnabrug* Linens, printed Cottons and Chints, Muſlins, Cambricks, *Brabant* and *Flanders* Lace, Gold and Silver ditto, *Engliſh* and *Dutch* Cloth, (though I believe theſe are now prohibited) Gold, Silver, and Silken Stuffs, Gauzes, Ribbons, Fans, Wigs, Velvets plain and flowered, Caffoys, Silk and Worſted Stockings, Merceries, and Hardware of all Sorts, Pepper, Cloves, Mace, and Nutmegs, Wheat, and other Grain, when wanted, Wood for the Building of Ships, Canvas, Cords, and

and Twine, Ships built on purpoſe for Sale, Anaſcotes, Lamparillas of *Bruges*, and Picottes of *Liſle*, Tapes white and coloured, Butter, Cheeſe, Sewing Thread, Paper, Cards, Table Linen, *Ruſſia*, and other Hides, *&c.* The Commerce between *Italy* and *Spain*, conſiſts in ſeveral Sorts of wrought Silk from *Naples*, *Florence*, *Milan*, *Genoa*, *Meſſina*, and *Leghorn*, Hoops, Pipe-Staves, Paper, Linens, and Corn, on Failure of the *Spaniſh* Harveſt. The *Swedes* and *Danes* bring only Iron, Copper, Pitch, Tar, and Lumber; and re-load with Wine, Brandy, Salt, *&c.* The *Hamburghers* likewiſe take off theſe Commodities, and beſides, they yearly freight two or three Ships, to load almoſt ſolely with Saffron and Almonds. The Iſland of *Majorca* is very fruitful in Oil, of which great Quantities are yearly ſhipped for all Parts of the North, and that of *Ivica* is greatly frequented for its Salt, of which one Sort is different in Colour and Grain from that made at *Alamat*. The greateſt and moſt important Part of the *Spaniſh* Trade is carried on at *Cadiz*, and this on account of the Galleons and Flotas, being diſpatched from, and returning there. And as it is a Commerce in which the principal Nations of *Europe* are concerned, I ſhall give my Reader ſome Idea of the Method of its Tranſaction, and acquaint him with the Aſſortments of Goods, proper for an Intereſt therein. The Galleons was a Name formerly given to large Men of War of three or four Decks; and tho' it has been for a long Time diſuſed with this Significancy, it is however ſtill retained by the *Spaniards*, and uſed indifferently for all the Ships which yearly ſail from *Cadiz*, for *Carthagena* and *Porto Bello*; of theſe, there are eight for the King's Account, (which are Men-of-War) and twelve to ſixteen belonging to Merchants, who obtain, or rather purchaſe the Permiſſion to undertake this *American* Voyage: The Ships are all fitted out at *Cadiz*, from whence they may ſail at any Time, tho' they commonly depart ſome Months before the Flota, (which leaves this Place always in *Auguſt*) and are about two Years before they return. The Flota conſiſts of three Men-of-War for the King's Account, and an equal Number with the Galleons for the Merchants, from four hundred to a thouſand Ton, which ſails (as before obſerved) about *Auguſt*, for *la Vera Cruz*, and is generally nineteen or twenty Months in its Voyage. Beſides theſe Diſtinctions in the *Weſt-India* Convoys, there is yet another, under the Denomination of the Flotilla, or little Flota, which the *Spaniards* give to ſome Ships, ſent before the Flota on its Return from *La Vera Cruz*, with an Account of the Time of its Departure, and what its Loading conſiſts of. When theſe Fleets ſet out together, they ſeparate in the Latitude of the *Antilles*, and rejoin on their coming back at the *Havanna*, in the Iſle of *Cuba*; the Galleons are always the richeſt, though the Aſſortments of Goods proper for the different Markets, much the ſame; the following ones therefore will indifferently ſerve for both.

From *England*.

CLoths in twenty Pieces, nineteen brown and one black,
Sempeternas, in forty Pieces, the following Colours, *viz.*
Fifteen Pieces of Parrot green, fifteen Pieces of Sky blue, five Pieces of Muſk, five Pieces of black.
Serges, all brown, or ſorted like the Sempeternas.
Eſtaminas, wide and well calendered, brown and green.
Serges, fine, of a ſcarlet Colour.
Says, white and black, well calendered.
Bombazeen, double, brown and greeniſh.
Serges of *Hoogwet*, half white and half black, very fine and well calendered.
Bays of *Colcheſter*, the hundred Pieces aſſorted as follows, *viz.*
Twenty Pieces black, fifteen Pieces Parrot green, fifteen Pieces Sky Blue, twelve Pieces of the beſt Yellow, ten Pieces Scarlet, ten Pieces Red, eight Pieces Violet, five Pieces very white, five Pieces Caracucha (a Colour which I am quite ignorant of.)
Stockings, worſted, of the firſt and ſecond Sort.
Ditto, Silk, ordinary knit, in Packets of ten Pair, *viz.*
Three Pair Sky Blue, two Pair Dove Colour, three Pair Parrot Green, two Pair light Yellow.

From *France*.

SEveral Sorts of Linen, as Rouenes, Florettes, Blancartes, *&c.*
Caſtor Hats, two Thirds white, and one Third black.
Pluſh Velvet, the twelve Pieces aſſorted as follows,
Four Pieces Muſk, two Pieces Olive Colour, two Pieces Amber Colour, one Piece Sky Blue, one Piece Fleſh Colour, one Piece Parrot Green, one Piece black.
Stuffs called Lamas, twelve Pieces, aſſorted as follows:
Three Pieces Fleſh Colour, three Pieces Sky Blue, three Pieces Parrot Green, three Pieces Caracucha.
Thread Stockings.

Laces, Gold and Silver, from one to eight Fingers wide, one Third of each Sort.

Cuts of black Laces, a Foot, or half a Yard wide.

From *Holland* and *Flanders*.

Cloth, fine, of two Aunes wide, twelve Pieces, aſſorted as follows, *viz.*

Two Pieces black, two Pieces Scarlet, two Pieces of a light Nut Brown, two Pieces Olive, two Pieces of deep Cinnamon, and two Pieces of Muſk.

Cotton printed Cloths, called Guineas, which are denominated Hollandillas in *Spain*; twenty-five Aunes long, and the Aſſortment of a hundred Pieces to be as follows, *viz.*

Thirty Pieces deep Blue, twenty Pieces pale Blue, fifteen Pieces Parrot Green, fifteen Pieces Orange, ten Pieces Muſk, five Pieces Yellow, and five Pieces Fleſh Colour.

Or as the ſubſequent;

Fifty Pieces of Blue, deep and pale, ten Pieces of a pale Fleſh Colour, ten Pieces of Parrot Green, ten Pieces Orange, ten Pieces Muſk, ten Pieces Yellow.

Some Pieces of Goods made of Goats Hair, wide and narrow, very fine, of Muſk and black Colours.

Nonparels, Palimites, Serges of *Liege* of a deep Scarlet, ditto, corded, of *Holland* of lively Colours;

Dimities, Browns and Greens.

Says, fine, half Black and half of a very good White.

Tapes, white, made of *Erverwelt* Thread, of twenty-eight Threads, the two Thirds.

Ditto, Fleſh Colour, of eighteen Threads, the other one Third.

Caſtor Hats, fine, two Thirds white, and one Third black.

Pepper and Cinnamon, when they are cheap; as the Charges run high on them.

Cloves and Mace, in a ſmall Quantity, as the Conſumption is not great.

Ruſſia Hides; Muſk, in the Cods and out of them.

Wax, white, in Cakes of five Roves; Knives, with Ivory Handles.

Stuffs of *Leyden*, of a fine Black; two and three threaded Velvets.

Pluſh Velvet.

Silk Brocades of plain Colours, among which muſt be neither Red nor Fleſh Colour.

Barragons of *Liſle*, and double ones of *Valenciennes*.

Picote Woollen, of modeſt Colours and Browns.

Ditto, Silk, Lamparilles and Anaſcotes.

Serges, fine, of *Germany*, all of brown Colours.

Cambricks, of the fineſt and cleareſt Sorts.

Hollands, very fine; and Laces of all Sorts, eſpecially fine.

Lace, called Cortes, of the Price of eight to ſixteen Rials of Plate the Yard; the Aſſortments of the Cortes of *Anvers* are made for a hundred, as follows, *viz.*

Twenty Sorts of Tranſillas, in two Aſſortments, *viz.*

Ten of one ſame Pattern, from two to four Inches wide;

Ten of another Pattern, from two to five Inches wide.

Forty Aluxeriados, with ſmall Holes in,

Twenty-five from two to four Inches width;

Fifteen from two to five Inches width.

Twenty Puntas de Moſquito, the Half from three to eight or ten Inches wide, and the other Half from four to eight or ten Inches wide, but each Sort to be of the ſame Pattern.

Ten Licenciados, very fine, of one or two Inches wide, and ſome of three to four Inches wide, for Womens Head Dreſſes.

Tranſillas and Abuxeriadas, of the fineſt, from one to two Inches wide.

Damaſk Napkins and Tablecloths.

Some Platilles, Eſtopiles, and Bocadilles.

From *Italy*.

Lames of Silk of *Naples*, the ten Pieces aſſorted as follows, *viz.*

Two Pieces Fleſh Colour, three Pieces Parrot Green, two Pieces Sky Blue, and two Pieces Dove Colour.

Silk Stockings of *Milan* with long Clocks, each Dozen ſeparate, with the following Colours.

Three Pair Dove Colour, three Pair Parrot Green, three Pair Sky Blue, three Pair light Yellow.

Ditto, for Women, of the ſame Colours.

Ditto of *Meſſina* and *Genoa*, about half the Quantity as from *Milan*.

Ditto, for Children, of the ſame Colours.

Guirviones, or Corcondilles of *Naples*, *Meſſina*, and *Genoa*, of Brown Colours.

Silk Eſtaminas and Gorgeranes, of the ſame Colours.

Plain Silks of *Florence* of a low Price, the ten Pieces aſſorted thus;

Three Pieces Parrot Green, three Pieces Dove Colour, one Sky Blue, one Piece light Yellow, one Piece of a fine White, one Piece of an Amber Colour.

Flowered Silks of a midling Price, with lively Colours, and ſome Brown.

Gold and Silver Silks, from twenty to twenty-four Rials of Plate the Yard.

Lamas,

Lamas, of lively Colours, all with Silver, and none with Gold.

Calabria Silk, a hundred Skeins, ſorted as follows; Fifty Skeins Browns; ten Black, Pearl and White; ten Parrot Green; ten Dove Colour; ten deep and Sky Blue; five deep Green; five deep Yellow.

Since the above Calculation was made, the *Spaniards* have improved greatly in their Manufactures, and now (at leaſt in a great Part) ſupply ſeveral of the preceding Commodities from their own Looms; of which Don *Geronimo de Uztariz* ſays (in his Theory and Practice of Commerce) there were formerly no leſs than ſixteen thouſand in *Seville*, though now they are reduced to about three hundred; which Decreaſe, though a ſeeming Contradiction to what I have aſſerted of the *Spaniſh* Improvements, is, however, not ſo in Fact; as the Decay of Trade in one Place has been more than equivalently augmented in another; thus the City of *Valencia*, *Alicant*, *Alcoy*, &c. have gone for ſome Years paſt encreaſing both in their Silk and Woollen Manufactures, inſomuch, that it is now computed there are in this Kingdom only two thouſand Looms; in *Catalonia* above five hundred; and in the Kingdom of *Granada* a thouſand: And as there are alſo ſeveral of both Sorts in other Provinces, we may reaſonably conclude, there are not at preſent ſo few as ten thouſand in all *Spain*, which one would imagine ſhould be ſufficient to clothe both Rich and Poor, as the Inhabitants of *Spain* are not ſuppoſed to exceed ſeven Millions and a half; however we find the contrary, and tho' the Imports to that Kingdom are greatly diminiſhed within a few Years paſt, yet they ſtill continue very conſiderable, more eſpecially to furniſh out the Aſſortments proper for the *American* Settlements: Wool and Silk are the natural Products of this Country, ſo that the Natives have a conſtant Supply of Materials for their Manufactures within themſelves, and the Crown has prudently prohibited the Extraction of the latter, in order to encourage them, as I doubt not it would the former, did not the Sheep produce more than ſufficient for the Subjects Uſe. A Patent for the making of Cryſtal Glaſs was granted on the 30th of *January*, 1720, to Don *John Goyeneche*, which ſtill continues; and the ſame Gentleman undertook the cutting down, and conveying from the *Pyrenees*, Maſts, and Timber for Shipping, which he ſtill performs, by having eſtabliſhed three Works, in the higheſt and moſt craggy Parts of thoſe Mountains; one of them in the Kingdom of *Arragon*, upon the Mountains of *Eſpuna*; another in the ſame Kingdom, in the Valley of *Hecho*, and upon the Mountains of *Oza*; and the third in the Kingdom of *Navarre*, in the Vale of *Roncal*, and upon the Mountains of *Maze*, *Zurizabeiti*, and *Yzaizpeta*, all being brought by Land and Water Carriage into the River *Ebro*, for his Catholick Majeſty's Navy. It is alſo owing to the Induſtry of this great and uſeful Man, that many Fabricks of Pitch and Tar are eſtabliſhed in many Parts of the Kingdoms of *Arragon* and *Catalonia*, more eſpecially in the Mountains of *Tortoſa*, where the great Plenty of Pines affords ſufficient Matter for a very large Encreaſe of theſe neceſſary Commodities; and indeed moſt of the Mountains in *Spain* are covered with theſe Trees, and the Extraction of theſe Reſins is ſo eaſy, that it is a Matter of Surprize any Importation of it is permitted from other Parts; yet I believe much more is brought in than made here, notwithſtanding what Don *Geronimo de Uztariz* (before quoted) aſſerts, that the Manufacture of all Kinds of Rigging in *Port-Royal* is with Hemp and Tar of the *Spaniſh* Growth. At *Sada*, in the Kingdom of *Galicia*, Cables, Cordage and Sail Cloth are made, as this latter was, ſome Years ago, by that good Subject and conſummate Stateſman the Prince of *Campo Florido*, then Viceroy of *Valencia*. The aforeſaid Don *John de Goyeneche* eſtabliſhed with his Glaſs Fabrick twenty-ſix Looms for Cloths, which manufactured fifty thouſand Yards yearly for cloathing the Troops; beſides others for Soldiers Hats, Buff, and Shamois Leather, Looms for weaving Silk Handkerchiefs, Ribbons, and Girdles; a Diſtillery for Brandy and *Hungary* Water. In *Madrid* has been ſet up a Manufacture of Tiſſues, Luteſtrings, and other Silks, in Imitation of thoſe made at *Lyons* in *France*, and from whence moſt of the Artificers have been drawn; without the Gates of that Metropolis has likewiſe been raiſed a Fabrick of fine Tapeſtry, ſimilar to thoſe of *Flanders*, under the Direction of Maſters and Workmen from that Country. The Fabricks of fine Cloths at *Guadalazara*, *Valdemero*, *Alcoy*, &c. are very conſiderable, and are undoubtedly greatly improved both in Quantity and Quality within a few Years paſt; yet our abovementioned Author muſt excuſe my diſſenting from his Determination in favour of the latter, when he aſſerts they are as fine as the *Engliſh*; for I cannot allow them to be even equal to the *French*, much leſs to what is undoubtedly their Superiors; and I ſpeak this with due Deference to Don *Geronimo*'s Judgment, which I revere in other Particulars, tho' in this it ſeems ſomething biaſſed and prejudiced in Favour of his Country.

The *Spaniards* are well known to have excellent Iron, and may whenever they pleaſe caſt very good

 Cannon,

Cannon Ball, *&c.* at the Founderies of *Lier ganes* and *Cavada*, which are but at a ſmall Diſtance from the Dock Yards of *Guarnito* and *Santona*. From the Fabricks of *Eugui*, *Azura*, and *Iturbieta*, a Supply of Bombs, Granades, Ball, and Grape Shot, may be drawn, and Gun-powder is made (all glazed) in ſeveral Parts of the Kingdom. In the Forges of *Placentia* in *Guipuzcoa*, only three Leagues diſtant from the Sea, is manufactured a conſiderable Number of good Fire-Arms, ſo that they may eaſily be conveyed by Water to any of the Yards, as Nails, Anchors, and other Iron Works, proper for Marine Uſes may be, their Forges enjoying the ſame advantageous Situation; Hemp grows plentifully in ſeveral Parts of *Spain*, and might eaſily be encreaſed, if the Natives ſet about its Cultivation, particularly in the Plains of *Granada*, *Murcia*, and *Valencia*, where I have ſeen fine Crops of it, and its Price ſo reaſonable, that my aforementioned Author ſays, a Propoſal was made to furniſh the King with 25000 Quintals, at four Dollars *per* Quintal, clear of all Charges.

I ſhall now ſay ſomething concerning the Companies eſtabliſhed in *Spain*, and with this ſhut up my Account of the Trade of that Kingdom.

The Royal Company of the Philippines.

THE firſt Aſſociation in this Country was that now mentioned, whoſe Charter was dated at *Seville* the 29th of *March*, 1733, with the following Articles.

This Company was eſtabliſhed to carry on a Trade directly to the *Philippines*, and had a Privilege, Art. I. To ſail to the ſaid Iſles, and to trade there, and in the *Eaſt-Indies*, and on the Coaſts of *Africk*, both on this, and on the other Side of the *Cape of Good-Hope*, and in all the Ports where other Nations have a free Trade. Art. II. and III. This Privilege is excluſive, and all former Permiſſions given are hereby revoked. Art. IV. This Company may hoiſt the King's Arms in all their Colours, have a Seal, bearing the Arms of *Cadiz*, to uſe in all their Affairs. Art. V. The Ships of this Company ſhall pay no Duties, being conſidered on the Footing of the Royal Navy; and the Charity for the Seminary of *St. Elme*, and the Admiſſion of Youth for the Study of Navigation, ſhall be at the Choice of the Directors. Art. VI. As alſo the Nomination of the Maſters, Carpenters, and Caulkers, on Condition however, that they be with the King's Approbation. Art. VII. If the King ſells or freights any Ships to the Company, they ſhall be ſuch as it requires; and the Price of the Sale or Hire ſhall be agreed between the Intendant, and Comptroller of the Marine at *Cadiz* on the one Part, and the Directors of the Company on the other. Art. VIII. IX. X. XI. and XII. They may build Ships in any Part of the King's Dominions, or out of them; and if they buy them abroad, they may bring them to *Cadiz* without paying Duties, except on thoſe they reſell; and all the Cordage, Sails, *&c.* ſhall enjoy the ſame Exemption, as thoſe uſed immediately for the King's Service; and in Caſe they want any thing from the royal Arſenals, it ſhall be delivered them for its juſt Value. The Company may ſettle Magazines wherever they pleaſe, which ſhall enjoy the ſame Privileges as the King's, and be viſited in like Manner with theſe, on Suſpicion of any Fraud. The Directors may nominate their Officers from among any Foreigners, provided that the Captain and half the Crew are *Spaniards*. Art. XIII. XIV. XV. and XVI. and the Company may alſo name Strangers for their Factors, who, as well as the Officers, ſhall be ſubject to Puniſhment, if they do not exactly follow the Directors Orders. The King will grant the Company ſome Troops, if neceſſary; and if the Ships of the ſaid Company (which are prohibited going to *America*) are forced on that Coaſt, they ſhall be regarded as Men-of-War, and provided at a reaſonable Price, with all they want; and in Caſe they have not ſufficient Caſh to diſcharge the Expence, they ſhall be ſupplied with it from the royal Coffers, and the Company ſhall reimburſe the King at *Cadiz*. Art. XVII. XVIII. XIX. and XX. The Company may freely embark any Merchandize and Products, either of *Spain* or other Countries, to ſell or truck; and they may alſo load 500,000 Dollars, more or leſs on each Ship, to employ in the Purchaſe of Goods; and in Caſe any Silver remains, they may truck it for Gold, and on the Extraction of the ſaid Silver, they ſhall pay no Cuſtom, *&c.* The remaining Articles, to the Number of fifty-two, are concerning their Cargoes, Cuſtoms, *&c.*

Concerning the Guipuſcoa *Company.*

THE Province of *Guipuſcoa*, ſeeing their Countrymen deſpoiled of the *Caracca* Trade by Foreigners, offered his Catholick Majeſty to equip for his and the Nation's Service, ſome Men-of-War, and to ſend them to the *Caraccas*, to facilitate the Means of preventing the ſaid Detriment, and ſecure the future Advantages of that Trade to themſelves; his Majeſty admitted the Offers, and granted the ſaid Province an excluſive Charter for that Trade, on the following Conditions.

1. That

1. That the Province ſhould erect a Company, and ſend yearly to the *Caraccas*, two Ships of forty and fifty Guns, loaden with the Products of *Spain*, which ſhall proceed to the Port of *Guayoa*, and being unloaded, ſhall go out and cruize on the Coaſt, and take all Ships and Veſſels they ſhall find carrying on an illicit Commerce, and may extend their Cruize from the River *Oronooko*, to the River *de la Hacha*, for which Purpoſe they ſhall be furniſhed with a Commiſſion from his Majeſty.

2. That the two Ships ſhall be loaded at *St. Sebaſtian*, or at *Paſſage*, and inſtead of the royal Duties which they ſhould pay at *Cadiz*, they ſhall render to his Majeſty an equivalent Service, and ſail directly from *Guipuſcoa* for the *Caraccas*.

3. That on returning with their Cargo of Cocoa, Silver, Gold, Tobacco, Sarſeparella, Hides, and other Products of thoſe Parts, they ſhall proceed to *Cadiz*; and after having been viſited, and the royal Duties paid, they may tranſport to *Cantabria* ſuch Part of their Loading as they ſhall think proper, without ſuffering the conſiderable Expence of Delivering and re-ſhipping their Goods.

4. That the Prizes which they ſhall make in *America*, ſhall be divided one-third to the Crew, and two-thirds to the Company.

5. That the Merchandize taken may be ſold at the *Caraccas*, on paying the King's Cuſtoms. The Ships taken with their Loadings of Cocoa, and other Goods, ſhall be regiſtered and ſent to *Spain*, and the Ships that ſhall be deemed fit for Cruiſers, may be equipped for that Purpoſe.

6. That the Company's Factors, having any Quantity of Cocoa remaining, may ſend it to *La Vera Cruz*, in the Barks appointed for the Trade permitted to the Inhabitants of the *Caraccas*.

7. That the Factors ſhall be obliged to ſupply with Goods beſides the Province of *Venezuela*, thoſe of *Cumana*, *Margarita*, and *la Trinidad*.

8. That the Governor of the *Caraccas* ſhall be nominated Judge, Conſervador of the Company and their Dependancies with a Prohibition to all Tribunals and Miniſters to intermeddle, with a Right of Appeal to the Council of the *Indies*.

9. That the ſaid Ships ſhall be exempt from paying Strangers Duties, *&c.*

10. That his Majeſty will maintain the ſaid Company under his royal Protection, and make thoſe concerned in it, to enjoy all the Rights and Honours, that appertain to thoſe of the royal Navy; and the Share which any one ſhall take in this Commerce, ſhall not prejudice his Honour, Eſtate, or Reputation, neither directly or indirectly; but on the contrary, this ſhall be a new Luſtre added to his Gentility, his Services, his Character, *&c.*

The ſaid Company formed Bye-Laws, for their better Government, to the Number of twenty-four, which I excuſe adding as ſuperfluous here, and for the ſame Reaſon ſhall omit mentioning the Steps taken by the *Dutch*, by their Miniſters at *Madrid* and *Paris*, to obtain a Revocation from his Catholick Majeſty of the ſaid Company's Patent.

Trade of Portugal.

THERE is hardly a State in *Europe*, with the Title of a Kingdom, and whoſe King has no additional Territories, that is of leſs Extent than that of *Portugal*; and yet no one has puſhed Trade further, or has maintained it with a ſuperior Reputation. Its great Conqueſts in both *Indies*, its Eſtabliſhments in many Places on the Coaſt of *Africa*, and the Poſſeſſion of the *Azores*, *Madeira*, and *Cape de Verd* Iſlands, for a long Time ſupported the ſaid Commerce, which it might probably have yet preſerved, had the Union between this Kingdom and *Spain* never happened.

This Union ſo fatal to the *Portugueſe* Trade, was agreed on in 1580, after the Death of Cardinal *Henry*, Succeſſor to the unfortunate *Sebaſtian*, who was killed at the Battle of *Alcacer* in *Barbary*, the 4th of *Auguſt* 1578; and thereby becoming ſubject to the *Spaniſh* Monarchy, it found a very formidable Enemy in the *Dutch*, who were combating for Liberty, almoſt at the ſame Time that the others began to ſuffer the Yoke, which they were ſhaking off.

Brazil was ſoon loſt, and their new Enemies became Maſters of a Part in their *Eaſt-Indian* Conqueſts; and being likewiſe bereaved of a Share of their Colonies on the *Guinea* Coaſt, they had barely Power left, to ſupport the remaining Part of their *African* Trade, which had formerly been equally glorious and profitable to them. It is true, that after a conſtrained Union, or rather Servitude of ſixty Years, *Portugal* recovered its primitive Power or Liberty, and all the States, which it had remaining in the other three Parts of the Globe were unanimous with it, in electing *John* Duke of *Braganza* for their King, and who was accordingly proclaimed on the 1ſt of *December*, 1640.

But the fatal Blow to the *Portugueſe* Commerce was ſtruck, for although they afterwards re-poſſeſſed *Brazil*, and their Forts, and Eſtabliſhments on the *African* Coaſt, were reſtored them; thoſe of the *Eaſt-Indies* were never again ſettled; inſomuch, that the Trade ſince carried on at *Liſbon*, is nothing in Compariſon

pariſon with what it formerly drove; when the Riches of *Perſia*, *Arabia*, the States of the *Mogul*, the Coaſts of *India*, *China*, *Japan*, and all the Iſles of that vaſt Part of the Ocean beyond the Line, came to be united at *Goa*, the Capital of their *Eaſt-Indian* Conqueſts, and were by numerous Fleets brought to *Liſbon*, for their Diſtribution to all the Nations of *Europe*, by the Hands only of theſe their ſole Importers.

The preſent Trade of *Portugal* is principally carried on by Foreigners; and the chief Places for it are *Liſbon*, *Porto Port*, *Ulla de Conda*, *St. Ubes*, and *Faro* in *Europe*, though in the Commerce of their *American*, and other Settlements, none but the Subjects can openly be concerned. Of that with the *Engliſh* I have already ſpoke, and ſhall now mention what Branch the other Nations are engaged in. The *Dutch* ſend to *Liſbon*, all Sorts of Linen, Woollen, and Silk Manufactures; ſuch as printed Cottons, and Chints, Muſlins, and Cambricks, *Holland*, *Oſnabrug*, and *Sileſia* Linens, Black Silk, and others, *Delft* Serges, Men and Womens Clothes ready made, Wigs, Hats, and Gloves, Silk and Worſted Stockings, *Ruſſia* Hides, Copper Pans and Kettles, Steel, Mercery, and Hardwares, Powder, Cannon Balls, Hemp, and Flax, Corn, Paper, and Cards, beſides which, moſt of the Merchandizes ſent from *Holland* to *Cadiz* are proper for *Liſbon* or the *Brazils*.

And in return they take from the *Portugueſe*, *Brazil* Sugar, Tobacco, and Snuffs; *Fernambuc*, *Campeche*, and *Brazil* Wood, Hides, Cotton, Ginger, diverſe Drugs, Sweetmeats, Indigo, Cochineal, Sumack, Anniſeeds, Wool, Oil and Olives, Figs, Raiſins and Almonds, Oranges and Lemons, Pearls, Diamonds and other precious Stones, Gold and Silver Ingots and Coin.

The *French* Trade with *Portugal* is but ſmall, as his moſt Chriſtian Majeſty brought it to this low Ebb, by prohibiting the Importation to his Dominions of *Portugueſe* Sugars and Tobacco; there is however a Sale for ſome of the *French* Brocades, Perukes, &c. though to no very great Value.

The Commerce with *Italy* furniſhes them with Paper, and ſome Linens from *Genoa*; Glaſs Works from *Venice*; and Silk from theſe and moſt other Parts of this Country; who carry back with them Sugar, Hides, Tobacco, &c.

From the northern Powers, are brought here Hemp, Flax, Tar, Pitch, Iron, and all other naval Stores for the King's Yards and otherwiſe; beſides Copper, ſome Linens, &c. and the Ships bringing theſe Commodities (of which the *Swedes* are always moſt) reload with Wine, Brandy, Oil, Salt, Oranges, Lemons, Cork, Sumack, and ſome few other Commodities.

The *American* Trade employs a great Number of Ships; as there ſails annually from *Liſbon* and *Oporto* twenty to twenty-two Merchant Veſſels for *Rio Janeiro*; thirty for the *Bay of all Saints*; as many for *Pernambuc*, and ſeven or eight for *Paraiba*; thoſe for the two firſt Places of five hundred Tons Burthen; but for the latter not above half as big.

All the Ships deſtined for the ſame Part ſail together, and obſerve the ſame Method in their Return; thoſe of *Oporto* joining them of *Liſbon*. The *Paraiba* and *Pernambuc* Fleets depart all in Company, and come back in like Manner: And the King grants five Men of War yearly to convoy theſe Fleets, *viz.* two for *Rio Janeiro*, two for *All Saints Bay*, and one for *Pernambuc*; ſending ſome Veſſels to meet them on their Return in the Latitude of the *Azores*. The Departure of all theſe Ships for *Brazil*, is commonly in *March*, and their Return in *September* or *October*; and formerly it was permitted to carry Silver with them for Trade; but now this is prohibited, and their Cargoes reſtrained to be Goods, of which the following ones are chief, *viz.* Flour, Wine, Brandy, Oil, ordinary Worſted Stuffs, Linen and Thread of the Country; Silk Stockings, Hats, Bays, Serges, and other Woollens from *England* and *Holland*; of whitened Linen called *Panicos*, and raw ditto named *Aniages* and *Groga*; Copper Plates and other Requiſites for the Sugar Engines and Mills from *Hamburgh*,; ſome Linens from *Bretagne*; a few Druggets, Serges, and clouded Brocades of all Sorts of Colours from *France*; and Tabbies Taffeties, ſewing Silk, Paper, &c. from *Italy*. The *Engliſh* Goods however make up the beſt half, and generally find the beſt Diſpatch. From the Bay of *All Saints* the Ships come loaded with Tobacco, Sugar, Sugar Candy, Indigo, Whale Oil and Fins (which come aſhore here in great Quantities from *June* to *September)* Cotton, Oil, and Balſam of Capaiva, Ipecacuanna, Pareira, Brava (or the Wild Vine; affirmed by Mr. *Savary* in his Dictionary to come from hence, though denied by Dr. *James*, in his Diſpenſatory, to be a Native of this Country, as he ſays that it is of the *Eaſt-India* Growth; both allow it to be a good Diuretic; and the former reports that the *Portugueſe* regard it as a Specific for the Stone and Gravel, which induced me to mention it here) ſome Cinnamon, long Pepper, Ginger, Elephants Teeth (from the Coaſt of *Africk)* Copper (from *Angola)* Hides, Silk, dying and ſweet ſcented Woods, Saffron, Rocou, Laque, Rock Cryſtal, Cocos, Ambergis (that the Sea ſometimes throws aſhore) Amethis (of which here is a Mine) Gold (found in the Gravel of a River near a Place called St. *Paul*, of which

the

the King's Fifth may yearly amount to eight or nine hundred Mark) and all Sorts of Sweet-meats wet and dry.

The Ships that touch here from *Goa*, in their way to *Europe*, furniſh the Inhabitants of *Brazil* with Spice, Drugs, and other Eaſtern Merchandiſe; and by thoſe from *Angola* and *Congo* they receive their Negroes (at leaſt fifteen thouſand yearly) Ivory, Wax, Honey, Civit, Gold, and all other Commodities that thoſe Parts produce; but theſe Goods (the Slaves excepted) are moſtly ſent to *Portugal* in the *Liſbon* Fleet.

Pernambuc only produces Sugar, and *Brazil* (or *Fernambuc)* Wood, being ſteril in the Neceſſaries of Life, and the Inhabitants (which are more numerous than in any other Part of the *Brazil)* would hardly be able to ſubſiſt without the foreign Supplies the Ships bring them; on the contrary, *Rio Janeiro* is extremely fertile in Sugar, Indigo and Cotton, as it would be in Tobacco, was the Growth of more than what ſuffices for the Inhabitants Uſe not prohibited; it likewiſe brings Wheat to Perfection, and has *Brazil* Wood, Hides, and Fiſh Oil in Plenty.

It is particularly with the *Portugueſe* of this Part that the *Spaniards* of *Buenos Ayres* carry on their Trade; theſe furniſhing them with Flour, Biſket, Salt, or dried Meat; and the *Portugueſe* giving in Exchange, Sugar, Tobacco, Indigo, Wine, Brandy Rum, and ſeveral other Merchandiſes that they receive from *Europe*.

The only Company which I believe the *Portugueſe* have, is that Trading to the Coaſt of *Africa*, of which I ſhall give ſome Account, and with it conclude my Treatiſe on this Nation.

The Portugueſe African *Company*.

THE true Object of this Company's Trade is the furniſhing *Brazil* with Negroes; and their Patent bears Date from the Beginning of the Year 1724, under the following Articles:

1. The new Company engages to build a Fortreſs at their own Expence at the Mouth of the River *Angre*, over againſt the Iſle of *Coriſco*, which belongs to the King of *Benin*, near the Coaſt of *Gabon*, otherwiſe called *Pongo*, in 1° 30′ South Latitude.

2. That they ſhall furniſh as many Negroes as the *Portugueſe* Plantations in *America* ſhall have occaſion for.

3. That it ſhall not be permitted either to *Portugueſe* or foreign Ships, to traffick on the ſaid Coaſt, on Penalty of forfeiting Ship and Cargo.

4. Nevertheleſs, if any Ships are forced thither, either by Storm or ſome other Neceſſity, the Company's Factors may permit them to water, and likewiſe ſell them the Proviſions they may ſtand in need of, without permitting them, however, to tranſact any Buſineſs.

5. That this Conceſſion ſhall laſt for fifteen Years, after which it ſhall be lawful for his *Portugueſe* Majeſty to prolong the Term, or to re-enter into Poſſeſſion of the Country granted.

6. In this laſt Caſe, his Majeſty may take Poſſeſſion of the Ports, Artillery, Ships, and other Effects of the Company, on paying Ready-Money for them, according to a Valuation.

Some Time after this Grant was made publick, the new Company fixed up at *Liſbon* Billets, declaring the Conditions under which an Intereſt might be had therein, the Funds it would conſiſt of, and the Price of the Actions. Theſe Conditions were couched in twelve Articles, of which the Principal ones are,

That the Fund ſhould only be one Million of Cruſades.

That the Actions ſhould be worth a thouſand Cruſades each, of which the Proprietors ſhould pay three hundred Cruſades at ſubſcribing, the ſame Sum in the Month of *December*, 1724; and the remaining four hundred Cruſades whenever the Company thinks proper, after ſix Months Notice.

That thoſe Proprietors, who ſhall not comply with the Payments at the Times preſcribed, ſhall forfeit what they have already advanced.

That the Company ſhall pay the Proprietors, a Year after the firſt Undertaking, a Dividend of five *per Cent.* on the Capital Sum they ſhall have paid in, and this taken from the Profits which the Company ſhall make by their Trade.

In fine, that the chief or general Commander, who has undertaken to form this Company, ſhall have fourteen *per Cent.* upon the Profits that it ſhall make, on which he undertakes to pay the Factors, and other Perſons, that he ſhall deem neceſſary to be employed, on the Coaſts of *Africk*, at *Liſbon*, *Brazil*, or elſewhere.

Of the Trade of Italy. *And firſt of that of* Venice.

THE Commerce of this Republick is hardly to be imagined, tho' there is no Compariſon between the preſent and former State of it, when it was from hence that all the other *European* Countries were furniſhed with the Products of all the *Eaſt*; however it is yet ſo conſiderable, as to ſtand the firſt (and I

think

think by far) among the trading States of that Part of the Globe.

The Quantities of Gold and Silver Tiſſues, and other Silks made here, is prodigious, and are ſold in all Parts of *Europe*, where there theſe Sorts of Commodities find a Diſpatch; but the Conſumption is more particularly great in all the *Levant*, where it ſpreads daily more and more, and it is aſſerted for a Truth that the *Turks* take off larger Quantities than all *Europe* put together; beſides which, this State produces Rice, Currants, Looking Glaſs and other Cryſtal Works; Beads, Laces, Gloves, Snuff Boxes, Silk, Coral, Tartar, and Cream of Tartar, Oil, Olives, Drugs, fine Lacque, Orpiment, Anis and Coriander Seeds, Brimſtone, fine Steel, Turpentine and Soap: They likewiſe make ſome Cloth here, which was formerly greatly valued for its Dye, though its Quality is not a little inferior to the *Engliſh*, *French* and *Dutch*. The *Armenians* eſtabliſhed at *Venice*, and thoſe who annually arrive there contribute greatly to the Support of its Trade, in which the *Engliſh* and *Dutch* Ships alſo find a Convenience, as theſe are generally the Carriers of the ſaid Merchants Goods from the *Levant*. I have already briefly mentioned the Particulars of its Trade with us, in which thirty or thirty-five Ships are annually employed, in carrying there Lead, Tin, Pepper, Sugar, Ginger, Dying Woods, Hides, Woollen Goods, Herrings, Salmon, Pilchards, Stock-Fiſh, *&c.* which Ships return loaden with Currants, Hemp, Brimſtone, Beads, Drugs, Oil, ſometimes Rice, *&c*

From *Hamburgh*, *Holland*, *Norway* and the *Baltick*, ten or fifteen Ships arrive yearly, with Dying Woods, Pepper, Cinnamon, Cloves, Mace, *Ruſſia* Hides, Braſs, Iron, Pitch, Tar, Stock-Fiſh, *&c.* And theſe Ships reload with the ſame Goods, as is beforementioned for *England*, with the Difference that to theſe Places are carried more Silks.

Formerly there came annually from *Liſbon* to *Venice* near three thouſand Cheſts of Sugar, in Return for the Cargoes of Corn ſent there from *Ancona*, *Sicily*, and the *Levant*; as alſo Rice, *Turkey* Wheat, Steel, Looking, Drinking, Window Glaſs, *&c.* But as for ſome Years paſt, the ſame Quantity of Sugars has been introduced from *France*, the Trade from *Portugal* has in Proportion gone decreaſing, as this has augmented.

From *Cadiz* and other Ports in *Spain*, *Venice* gets Indigo, Cochineal, Wool, Barilla, *&c.* for the Produce of the ſame Effects, as was ſent to *Liſbon*.

To *Genoa* and *Leghorn* are ſent many Cargoes of Corn, which the *Venetian* Veſſels commonly load in the *Archipelago*, and ſome Window Glaſs, *&c.* ſometimes repaid in Goods, but oftener by Remiſſes.

There is ſent to the Kingdoms of *Naples* and *Sicily*, large Parcels of ordinary Cloths, Steel, Iron, Writing Paper, Looking, Drinking, Window Glaſs, *&c.* and received from thence, Oil of Almonds, Soſa, Piſtachoes, Silk, Pitch, Lemons, and Lemon Juice.

In fine, the Trade which *Venice* carries on with the *Morea* in the Gulphs of *Lepanto* and *Athens* ought not to be forgotten; as it is from theſe Places, that a great deal of Wool, Silk, Wax, Galls, Valonea, Oil, Cotton, Grain, Honey, Tar, *&c.* are extracted, beſides a prodigious Quantity of Cheeſe; for which the *Venetians* generally pay in Money, except ſome Loadings of Fir and Larch Planks, with a few Nails and old Iron, which however, employ ſeveral Ships continually.

This is the principal Commerce that *Venice* carries on by Sea; that which ſhe tranſacts on *Terra firma* is alſo very conſiderable; for beſides what it has with a great Part of *Germany*, it furniſhes all the Wants (either from the Eaſt or Weſt) of the States of *Parma* and *Placentia*, *Modena*, *Bolonia*, *Ferrara*, *Mantua*, *Milan*, and all *Lombardy*; and even of *Piedmont*, by means of the Rivers, which facilitates its providing all theſe Places on eaſier Terms than by *Genoa*, *Leghorn*, or *Ancona*; beſides this, it alſo ſends all Sorts of Goods into its own and the *Eccleſiaſtical State*; more particularly a great Quantity of Wax, which is wrought, and finely blanched at *Venice*; here are likewiſe Sugar Refineries, with which is carried on a good Trade, as there is with Soap, Glaſs, *&c.* And the ſole Privilege to ſell Tobacco (imported from *Salonica* and *Albania*) in the *Venetian* Territories, actually produced in the Year 1741, the Sum of 736,000 effective Ducats (which make 950,000 Currant) for the Term of five Years.

And to preſerve the conſiderable Trade carried on with *Germany* and *Turkey*, (which in Value ſurpaſſes all others) the Republick has granted large Privileges to the Merchants of both Nations, eſtabliſhed in this Capital, and have aſſigned vaſt Edifices to the one and the other, as well for their Habitation, as a Depoſit for their Merchandize; that of the *Turks*, called the *Palace of Turkey*; and that of the *Germans*, *Il Fondaco de Tedeſchi*.

If any Diſpute happens between the *Turks* and the Republick's Subjects, in which the former think themſelves offended, they demand Satisfaction in ſo haughty a manner, and receive it ſo promptly, that

that it ſeems as if there was a Fear to refuſe it them.

In regard of the Traffick with the *Germans* in *Stiria*, it is partly by Sea and partly by Land in Waggons, and with this I conclude the Trade of *Venice*; tho' before I cloſe the Section, I ſhall add the following Method of calculating the *Venetian* Money, as I was not ſo explicit about it, when I treated of its Bank.

Concerning the Agios at Venice, *and the Difference between Bank and current Money.*

THERE are two Agios, the one conſtant and fixed of 20 *per Cent.* called the Bank Agio; the other fluctuating like that of *Amſterdam*, and is from 120 to 128, which is called the Sopragio, becauſe it is calculated on the Bank Money, after the firſt Agio is added.

As for Example.

Ducats 2000 Banco at the Sopragio of 128
$\frac{1}{5}$ 400 Bank Agio of 20 *per Cent.*

2400
20 480 }
4 96 } Sopragio of 128.
4 96 }

Ducats 3072 Current.

128 100 3072 to 2400 from which deducting $\frac{1}{6}$ for the Bank Agio of 120
$\frac{1}{6}$ 400

Ducats 2000 Banco.

But however the Sopragio vary, be it 128 more or leſs, ſuch Sum of Ducats current will be reduced to Ducats 83 $\frac{1}{3}$ Banco.

From hence it appears that by making 83 $\frac{1}{3}$ the middle Term, or by multiplying the current Ducats by 83 $\frac{1}{3}$, and dividing by the Sopragio, the Amount in Bank will be given.

128 83 $\frac{1}{3}$ 3072 Ducats 2000 Banco.
83 $\frac{1}{3}$

9216
24576
1024

256000

2000

The Bank of *Venice* is ſhut on all Holidays, and every *Friday* of the Week in which there is no Holiday, beſides which there are four Times of the Year in which it is ſhut, for ſeveral Days together, agreeable to the Order of the Senate 29 *Feb.* 173$\frac{7}{8}$, and not as I by Miſtake mentioned in treating of the ſaid Bank, *viz.*

The firſt ſhutting of the Bank to begin the *Saturday* before *Palm Sunday*, and open the firſt *Monday* after *Eaſter* Week.

The ſecond——on the 23d *June*, and open the ſecond *Monday* of *July*.

The third ——on the 23d *Sept.* and open the ſecond *Monday* of *October*.

The fourth —— on the 23d *Dec.* and open the ſecond *Monday* of *January.*

Of the Trade of Genoa.

THIS Republick for a long Time diſputed with that of *Venice* the Empire of the *Mediterranean* Sea, and the Trade to the *Levant*; but after the celebrated Victory of *Chiozza* (as mentioned in the Hiſtorical Introduction) they ceaſed to rival the *Venetians*, after they had done ſo for near three hundred Years; it is, however, certain, that they now only yield the Superiority in the *Levant* Trade to their antient Competitors, as theirs is ſuppoſed to be conſiderably greater to the reſt of *Europe*, and more eſpecially to *Spain*; and it is beſides by *Genoa*, that Foreigners carry on all their Trade with *Lombardy*.

Raw Silks, and in Skains, which the *Genoeſe* get from *Meſſina*, and other Ports of *Sicily*, and the fine rich Silks they make in their Capital, occaſion a conſiderable Trade, and they ſee an annual Import of Ships, hardly credible, who all take ſomething of their Manufactures; it is true, at preſent, and for ſome time paſt, the Buſineſs of their City has not been ſo briſk as uſual, chiefly owing to their ill judged Engagements in the late Embroils of *Europe*, which have ruined their Bank, and conſequently for the preſent deſtroyed publick Credit among them; but as it is to be hoped they will find ſome Means to re-eſtabliſh it, and as a Trade will naturally revive whenever this is done, I ſhall deſcribe it as it has been, with my beſt Wiſhes that, *Phœnix* like, it may riſe out of its own Aſhes.

The Fabricks here are plain and flowered Velvets, and ſome with Gold and Silver Grounds; Damaſks, Sattins, Tabbies, Gold and Silver Tiſſues, and many other ſorts of Silks, both plain and flowered; here are likewiſe Oil, Olives, dry Sweet-meats, Silk Stockings, Gloves, Breeches, and Waiſtcoats, Ribbons, Galloons, Paper, Soap, Rice, Figs, Almonds, Anchovies, Marble, Lemons, ſcented Oil and Perfumes, Tartar, *Parmeſan* Cheeſe, red Coral, Coffee, Cotton, and all Dying and Medicinal Drugs, that come from the *Levant.*

At preſent the *Genoeſe* Trade to *Smyrna* is but trifling, however, they always keep a Conſul there.

In the flouriſhing Æra of this Republick, it was Miſtreſs of ſeveral Iſles in the *Archipelago*, and poſſeſſed many Cities and Towns on the Coaſt of *Greece*, and the *Black Sea*; *Pera*, one of the Suburbs of *Conſtantinople*, was once under their Dominion, which facilitated the carrying on a great Trade in the *Levant*.

The Decline of their Power, and the Loſs of ſo many States, occaſioned the Ruin of their Commerce in thoſe of the *Grand Seignor*, and there is rarely ſeen to appear any under their Colours now.

When the foreign Ships arrive at *Genoa* (which is one of the fineſt Ports in *Italy*) they depoſit their Goods in a great Warehouſe called *Porto Franco*, becauſe the Merchandiſe brought in to be ſold, as well as that to be exported, pay no Duties at coming in, or going out; the Merchants only paying at the Cuſtomhouſe in Proportion to the Sales they make, and it is permitted them to re-imbark whatever remains unſold, without any Impoſition.

In 1741, an Inſurance Company was formed at *Genoa*, of which the following twenty-ſix Articles are the Plan abbreviated, as much as the Senſe of them would allow.

Several principal Merchants of the City of *Genoa* having conſidered the Inconveniences, which the Want of an Inſurance Office there expoſed them to, determined to erect one for Shipping, Lives, and Slavery, on the following Conditions.

I. To form a Capital of an hundred thouſand Pieces of Silver called *Croiſats*, of ſeven Livres, twelve Sols Bank Money each, for the Security of whomſoever ſhould cauſe himſelf to be inſured by the Company; of which 100,000 Pieces, 30,000 ſhall be depoſited in the Bank of *St. George*, in the manner as ſhall be judged beſt, and the remaining 70,000 ſhall be depoſited, as hereafter is expreſſed, and the ſaid Sum of 100,000 Pieces, and no more, ſhall be obliged by the Aſſurer during the Exiſtence of the ſaid Company.

II. That for the Execution of the aforeſaid Depoſit of 30,000 Pieces, and to compoſe the Capital of the ſaid 100,000 Pieces, 300 Billets ſhall be formed and diſpoſed of at 333 ⅓ of the ſaid Pieces, to whomſoever inclines to be intereſted in the ſaid Company; and the Purchaſers thereof, for the Number taken, ſhall transfer or write in, to one of the Officers of St. *George*, to the Company's Credit, 100 of the ſaid Pieces, or their Value for each of the ſaid Billets; and for the 233 ⅓ remaining, they ſhall oblige themſelves under Security, to make Payment of it to the Company, in caſe that through Misfortunes (which God forbid) the 30,000 Pieces depoſited are not ſufficient to ſatisfy the Loſſes. And if it happens that the Company have not Premium enough to pay the Loſſes, Averages, *&c.* it ſhall give Power to four Deputies, or Directors, to demand of the Proprietors, the Proportion, which by a

pro

pro Rata, ſhall touch each on Account of the Obligation they have entered into.

III. In order to perfect the Formation of the Company propoſed, Meſſrs. *N. N.* who have thought proper to communicate the Articles to the Merchants of the Place, ſhall be alſo encharged to admit in Quality of an Aſſociate or Proprietor, thoſe who will engage, and ſhall appear to them, proper to be admitted into the Company propoſed, which ſhall be done by demanding or requiring from them a Promiſe to the following Purport, or as it ſhall be drawn up by the Notary Publick, *viz.*

" I *A. B.* approving the Project of the Inſurance " Company, which has been read to and ſhewn " me by Meſſrs. *N. N.* and deſiring to be aggregated to it, and alſo to Share in it, for ——— Actions of 333 ⅓ Pieces each: I promiſe and oblige " myſelf to the ſaid Gentlemen, to write on, or " transfer into, one of the Offices of St. *George*, " when the ſaid Company ſhall be ſettled, the juſt " Value of 100 Pieces of Silver, appertaining to " the ſaid 300 Actions, and to engage myſelf to " the Propoſals for the remaining 233 ⅓ Pieces of " each Action, as ſhall be more amply expreſſed in " the Act of the Aſſociation; and I will that the " preſent have its full Force and Value, as if it had " been a Publick Act, paſſed before a ſworn Notary " Publick, under the Hypothecation of my Effects " preſent and to come: In Faith of which, *&c.*

IV. When the ſaid 300 Actions ſhall be employed, and by that the Company ſettled, each Perſon concerned ſhall be convoked to the Place appointed by the before-mentioned Gentlemen, and there by a Plurality of Votes draw up and eſtabliſh the Act of Society, on the Footing of the Articles here expreſt, adding whatſoever ſhall be judged convenient, and ſuppreſſing that which ſhall appear ſuperfluous. The four Deputies or Directors ſhall be then elected, two *Genoeſe* and two Foreigners, though all reſiding in *Genoa*, whoſe Buſineſs will conſiſt in ſigning the Policies, in the Name, and at the Riſque of the Company, according to their Inſtructions: The Caſhier ſhall render them an Account Monthly of what Premiums have been received, and they muſt take care to examine the Documents of the Aſſurers, who ſhall have ſuffered Loſſes, and to order Payment by the Caſhier; and, in fine, they ſhall be charged with the Care to provide every thing neceſſary, that may relate either directly or indirectly to the Company, and the whole ſhall be done by an Act of the Chancellor.

V. Beſides the four Deputies or Directors, the Caſhier and Book-keeper ſhall be likewiſe elected, and the Salary of each ſettled; the Premiums of Inſurance for the reſpective Maritime Places ſhall be eſtabliſhed; the Duration of the Company ſhall be confirmed, as well as the Time and Employ of the four Directors, and the whole ſhall be duly regiſtered.

VI. The Continuance of the Society ſhall be fixed for five Years, to commence the firſt of *January* 1741. But the Beginning of the fifth Year 1745, the ſaid Company ſhall aſſemble to renew the Act for five other Years, or to provide that which ſhall be judged convenient, in Caſe of a Diſſolution; and all thoſe intereſted in the ſaid Company ſhall be ſummoned for this Purpoſe.

VII. The Proprietors of the abovementioned Actions can neither ſell, nor alienate them, without the Conſent of the four Directors, and that during the limited Time of the Society; but the Conſent being obtained, the Company ſhall be preferred to any other Purchaſer.

VIII. At the Beginning of every Month (after the firſt) the Company's Caſhier ſhall give the Directors an Account of what he has paid or received in the preceding Month, *&c.*

IX. At the Beginning of each Month, the Directors ſhall alſo review with Exactneſs, the Writings, and the Book-keeper ſhall be obliged to a daily Attendance, to exerciſe with all Care and Diligence, whatſoever is dependant on his Office.

X. To the End that thoſe who have Inſurance to make, whether Reſidents or Strangers, may be encouraged to prefer the Company to every other Means conducive to their Intentions; the Premiums ſhall be lowered to the moſt moderate Price; and as for the reſt, when any Difficulties or Suits happen between the Company and the Aſſurers, it is to be underſtood that they are to be determined by the Laws and Statutes of the Place; and that the Company is obliged for all common Riſques, ſuch as Pirates, Sea, Fire, and Reſtraint of Princes; and if the Company think proper to underwrite ſome Inſurances which may be ſometimes offered, in which Barratry is compriſed, or upon good, or bad Advices, for a Premium, proportionate to ſuch Conditions, the Company ſhall give the Directors their Permiſſion.

XI. Conformable to what is practiſed in other Parts, no Averages ſhall be paid, under four *per Cent.* but all above this ſhall be punctually ſatisfied.

 XII. In

XII. In Caſe of a total Loſs, and the neceſſary or juridical Proofs are produced, the Sums inſured ſhall be paid, with the Diſcount of four *per Cent.*

XIII. Whereas the Variation of the Agio and the Current Species are prejudicial both to the Inſurer and the Inſured, the Company will pay all Loſſes, or Averages, in Bills of *St. George*, and the Premiums ſhall be recovered in the ſame manner.

XIV. Any Proprietor, poſſeſſed of ten Actions, ſhall have two Votes in the Aſſembly of the Company; and he that has leſs, ſhall have only one.

XV. He that has leſs than ſix Actions cannot be choſen a Director, and the moſt Ancient of the four ſhall preſide at all general and particular Aſſemblies.

XVI. No one ſhall have more than twelve Actions in Propriety, but (if the Caſe happens) the concerned in the Company may act as Repreſentatives of ſome Foreigner or Citizen who deſires to be admitted by their Means, though with this Proviſo, that he ſhall adviſe the Names of the Co-partners, and the Place of their Domicil, and the Repreſentatives ſhall oblige themſelves to ſubmit to the Covenants, which ſhall be ſtipulated in the Company's Inſtrument of Union.

XVII. He that ſhall not be poſſeſſed of at leaſt five Actions, ſhall not be admitted to the Company's Meetings, but ſhall be obliged and held to all that ſhall be determined at them, and ſubmit to all the Conditions and Reſolutions of the Society, excepting however, that in the firſt and laſt Aſſembly, that ſhall be had, all the concerned in the ſaid Company ought to meet, as has been already hinted.

XVIII. At the End of each Year after the Company's Eſtabliſhment, a Ballance ſhall be drawn of all that has been received and paid, and half of the Profits ſhall be proportionably divided among the Concerned, and even the whole, if the Company does not think it more convenient to leave the other Moiety till the End of the fifth Year of the Company's Duration.

XIX. The Caſhier elect ſhall be obliged to give a ſufficient Security.

XX. The Directors, muſt never ſubſcribe more than 20,000 Dollars on Ships with *French* Colours, which they ſhall eſteem good; 15,000 on Veſſels with the ſame Colours of leſs Tonnage; 12,000 on large Barks well armed, and carrying the ſame Colours; 12,000 on Ships not under *French* Colours; 8000 on Barks and Veſſels, with *Latin* Sails, and not with *French* Colours.

XXI. The Premiums of the Parties inſured by the Company, if they have no Concern in it, muſt be paid immediately; thoſe intereſted in it, ſhall only pay every ſix Months.

XXII. The Damages which the Aſſurers ſuffer ſhall be paid, *viz.* the Averages, from the Admiſſion of the Proofs; and the Total Loſſes in three Months after the Intimation, when they appear to be juſt and clear; or being ſuſpicious, after their Verification; or directly with the Diſcount of Two *per Cent.* beſides the Four always paid.

XXIII. The Directors may not ſign for Account of the ſaid Company other Policies of Inſurance, than thoſe which ſhall be tendered them by the Publick Brokers, who are Sig. *John Baptiſt Procurante*, and the Sigrs. *Rollandelli* and *Cervelli*, and this to avoid any Inconvenience.

XXIV. In Caſe of the Death of any one of the Proprietors, the Heirs ſhall be ſubject to the Event of the Defunct's Share, and may neither ſell, nor alien their Actions to any other than the Company, in caſe they find themſelves neceſſitated to ſell them.

XXV. The Charge or Office of the four Deputies, ſhall laſt for one Year, and before it ends, the new Election of four others ſhall come on, tho' with the Liberty to confirm all the firſt four, or at leaſt two of them, which muſt always be two Nationals, and two Strangers.

XXVI. In Caſe of a General Aſſembly, the Number of the Proprietors ought to be at leaſt two-thirds of all the ſaid Company, and the Articles ſhall not be deemed as paſſed, if the ſaid two-thirds have not concurred therein.

The *Genoeſe* have a *Levant* Company ſtill ſubſiſting, which was eſtabliſhed in 1645, though it has for ſome Years paſt done ſo little Buſineſs, that it is hardly remembered to be an Aſſociation, its Tranſactions are ſo trifling in a corporate Capacity. They likewiſe had a Company eſtabliſhed formerly under the Title of *The Company of the Grilli*, which ſupplied the *Spaniards* in *America* for a long time with Negroes, but on their agreeing with the *Aſſiento* Company, this *Genoeſe* one was overſet.

I ſhould here ſay ſomething of the Iſland of *Corſica*, as Part of the *Genoeſe* Dominions, and I am the more tempted to do it, as the Natives have rendered themſelves ſo famous in their Struggles for Liberty, and done ſo much towards making themſelves a free People; though I fear the Means they have uſed will fruſtrate their Deſigns, and only occaſion the changing Maſters, not Fetters; they have proved themſelves a brave, daring Nation, and it would be a Pity their

their pretended Protectors ſhould rivet their Chains, as they are worthy of a better Fate.

The *Mercure Hiſtorique* furniſhes us with a ſhort, though curious Account of them and their King, which I ſhall tranſlate, in hopes it may be agreeable to my Readers.

The War which has ſubſiſted for ſome Years, between the *Genoeſe* and the *Corſicans*, leaves room to doubt, whether they will remain with the Poſſeſſion of that Iſle, or whether it ſhall paſs under ſome other Power, or whether the Inhabitants will obtain their Liberty. In the Interim, for the unravelling of the myſterious Intrigue, which King *Theodore* has played, who was elected in 1735, I ſhall here obſerve, that on his Return to that Iſle towards the End of 1737, he convoked the States of the Kingdom, to give them an Account of his Proceedings during his Abſence; he afterwards made them a Repreſentation, conſiſting of ſeveral Points which they agreed to, without the leaſt Difficulty; they were above all, extremely well ſatisfied with the Diſpoſitions taken to extend their Trade, and they eſtabliſhed a Council of Commerce, compoſed of four *Corſicans*, and the ſame Number of foreign Commiſſaries, converſant in Trade, from which they flattered themſelves with great Succeſs; and it is a Matter of Surprize, that a Nation till then hardly known, ſhould find themſelves in a Condition ſo ſuddenly to make themſelves talked of. They attended to the Manufactures of diverſe Species of Goods, and the Crops were ſo abundant this Year (1737) that the Corn, Wine, Oil, and other Fruits, were at a very low Price, which muſt naturally put the Chamber of Commerce in a Condition to procure great Advantages from Foreigners; but as Money is very ſcarce in *Corſica*, they permitted the Inhabitants of the Low Country, to pay their Taxes and Capitations in Fruits, *&c.*

The principal Articles of King *Theodore*'s Propoſitions were,

I. That they ought as ſoon as poſſible to ſet about making ſome Salt-Ponds, as the Nature and Situation of the Country promiſed ſo great a Quantity of that Commodity, as might load an hundred Ships yearly; ſo that the Crown, and Subjects, might draw great Advantages from this Branch of Commerce.

II. That they ought to encourage the Working of the Iron, Copper and Lead Mines which are diſcovered, to extract not only Iron for common Uſes, but for Cannon, Bullets, and other Things neceſſary, to put an End to this tedious troubleſome War, and thereby ſave the groſs Sums, ſent out of the Iſle to purchaſe them.

III. And as here is a great Abundance of Brimſtone and Saltpetre, they ought to build a Mill on the moſt commodious River, to make what Gunpowder they ſhall need in the Kingdom, and repair the Want under which they have hitherto laboured in this Particular, without mentioning the vaſt Sums it has coſt.

IV. They ought to encourage Agriculture, the Majority of the beſt Lands being uncultivated; and to this End, they ought to eſtabliſh in each *Pieve*, ſome Commiſſaries, intelligent in this Art, who ſhall be particularly charged to take Care, that the Peaſants till each a certain Spot in their ſeveral Diſtricts for their own Advantage; and in Parts improper for the Plow, each Peaſant ſhall be obliged to plant at leaſt four thouſand Vines, or a thouſand Olive Trees, and all ſorts of Exemptions ſhall be granted during ten Years, for thoſe Grounds ſo newly cultivated.

V. By an Ordinance publiſhed throughout the Kingdom, one conſtant and uniform Meaſure ſhall be eſtabliſhed for all the Fruits growing here, ſuch as Oil, Wine, Honey, Pitch, Tar, and other Commodities put up in Caſks, and at the ſame time, one Ell, one Weight, and one Buſhel, ſimilar and conformable to the Standards of other trading Nations.

VI. Whereas a Quantity of Silk may be ſhipped for abroad, they ſhould above all encourage this Branch of Commerce.

VII. And as nothing can contribute more to the Advantage of this Nation, than a regular foreign Trade; and as our Kingdom is better ſituated than any other for it, with ſo great a Number of good Ports and Bays, we would have our good Citizens accuſtom themſelves to it, by making them ſenſible of the Advantages ariſing from ſuch an Application. To which Purpoſe we have thought proper to eſtabliſh a Council of Commerce, for Account, and at the Expence of the Crown. The Commiſſioners of which College ſhall be obliged to purchaſe of our Subjects all their Fruits and Products of the Country, fit to be ſent abroad at a Market Price, paying them in Manufactures, or our Silver Coin: But if the Peaſant will not give his Products at ſuch a Price, he ſhall bring them into the Crown Magazines, where a Receipt ſhall be given him. The Commiſſioners ſhall ſend theſe Products with others, and their reſpective Invoices, to the Conſuls, and Correſondents of the Crown in foreign Parts, with an Order to draw out the particular Accounts of the Produce of theſe Effects, in order that there be given to every one what belongs to him. The Proprietors ſhall receive at the College of Commerce the Returns, or Import of their

their Accounts, on paying (beſides the Carriage) Five *per Cent.* on the Capital, to defray the Charges; and if the Peaſant be neceſſitous, and cannot wait for the Returns unaſſiſted, he may receive from the College, the half, or two-thirds of the Value of what he delivers, for which he ſhall pay on ballancing Accounts half *per Cent.* for ſix Months, beſides the Five *per Cent.* aforementioned. And to give a greater Credit to the ſaid College, we engage our Self and Crown for it. And we order our Conſuls, Reſidents, or Correſpondents, to contract or negociate only with the ſaid College, and they ſhall ſend us whatever we cannot paſs without in our Iſle. No veſſel ſhall be admitted without the Permiſſion of the ſaid College; and our Correſpondent abroad ſhall have the ſame Credit as thoſe here, and beſides that, the Character of Counſellor of Commerce of this Kingdom.

VIII. And foraſmuch as that our Kingdom abounds in Wood, Pitch, Tar, Hemp, and every Thing neceſſary for the Conſtruction of Ships; this Article ſhould be taken very ſeriouſly into Conſideration, as alſo what concerns the Fiſhery, *&c.*

There is an Appearance that all theſe Regulations of the King, are at preſent ſuſpended ſince the Entry of the *French* into that Iſland, though it is probable, that whenever they quit it (if they ever do) and the Natives know their Fate, they may make their Trade flouriſh according to the Principles of this Propoſition, or in ſome other manner more convenient, and beneficial; this is what Time only can demonſtrate; and however Fortune diſpoſe of their King, they will ſtand indebted to him, for opening their Eyes to the Advantage Providence has given them, and for the many Fatigues he has underwent to promote their Happineſs and Freedom.

This little Hiſtory is not intended only to amuſe, but will likewiſe ſerve to ſhew what that Iſland contributes to Trade, as the Commodities therein mentioned, are the Total of its Products.

Of the Trade of Naples.

THIS Capital of the Kingdom of the ſame Name, is a Place of great Trade, and the Goodneſs of its Port attracts vaſt Numbers of foreign Veſſels to it; but in order ſtill to encreaſe its Commerce, and raiſe it to the higheſt Pitch poſſible, Don *Carlos*, the King, has invited the *Jews* to ſettle there, by granting them ſeveral very great and ſingular Privileges, as will appear by the following Edict publiſhed on the Third of *February*, 1740, by Order of his *Sicilian* Majeſty, *viz.*

I. It is granted to all Merchants or others of the *Hebrew* Nation, a full and abſolute Safe-guard, Faculty and Permiſſion, to come, remain, traffick, paſs on, or ſtay, with or without their Families, in our Kingdoms and States, as alſo to depart, and return, without any Obſtacle, both in regard of their Effects, as well as Perſons; and this for the Term of fifty Years next following, to commence the firſt Day of this; declaring that the fiftieth Year being expired, there ſhall yet be granted five others, during which, if it be the good Pleaſure of his Majeſty or his Succeſſors, to abrogate the preſent Licence at the End of the fifth Year, they may freely and without Hinderance, regulate all their Affairs, *&c.* we willing, that no extraordinary Duty be exacted from them, on the Departure of their Ships, Veſſels, Horſes, Carriages, *&c.*

II. If any *Hebrews* coming from other Kingdoms or Countries to ours, ſhall be accuſed in thoſe States from whence they came, of having committed ſome enormous Action, or Crime there, for which they have been proſecuted; as alſo in caſe that they were diſguiſed as Chriſtians, and had feigned to be of this Religion, we annul and make void the Cauſes of ſuch Accuſation, and will not permit that they be called to Account for it, in our Dominions, on any Pretext whatſoever; in fine, we grant to the ſaid *Hebrews*, the free Exerciſe of their Ceremonies, Solemnities, Uſe and Cuſtoms, according to the *Jewiſh* Laws, prohibiting their wearing publickly Cloaks, or other diſtinguiſhing Dreſs, under any Denomination whatſoever.

III. That the *Hebrews* ſhall not be ſubject to any Regiſtry, or conſular Juriſdiction, nor to any Company of Tradeſmen; but if any Difference ariſes between a Chriſtian and a *Jew*, on ſome Affair concerning Arts and Trades, the Judge Delegate, who ſhall be named for this purpoſe, ſhall be deemed a competent one, and decide it.

IV. We grant to the *Hebrews* and their Families, who ſhall eſtabliſh their Reſidence in our States, to enjoy in reſpect of their Commerce, either at home or abroad, the ſame Privileges, Franchiſes, and Immunities, which the other Citizens or Inhabitants of the ſame Cities or Places, do, or may enjoy.

V. That all their Moveables or Ornaments making a Part of their Apparel, acquired either within or without our Dominions, ſhall be exempt from paying any Cuſtoms, or Duty of Paſſage, at their Importation or Exportation.

VI. There ſhall be a Judge Delegate at *Naples*, *Palermo*, and *Meſſina*; and a Magiſtrate appointed at *Meſſina* as at *Naples*, who ſhall judge of the Differences that ſhall ariſe between a Chriſtian and a *Jew*, or between two *Jews*, in caſe that the Crime merits a ſeverer Chaſtiſement, than confining or baniſhing; and in other Caſes, that they be carried excluſively before their People of the Law, and if they are wronged or aggrieved, they may recur to the Royal Protection of his Majeſty.

VII. This Article regards the Puniſhment to be inflicted on the *Jews*, who ſhall frequent or keep Company with either Chriſtians, *Turk*, or *Moor*.

VIII. This is to prevent the falſe Accuſations which may be intended againſt the *Jews*.

IX. If there happens any diſaſtrous Accident to a *Hebrew*, that ſhould oblige him to fail, and that he falls into Penury, ſo as to diſable him from paying his Debts; in this Caſe the Merchandize, Bills of Exchange, and other Effects or Money appertaining to any Correſpondent, ſhall not be ſtopt to ſatisfy his ſaid Debts.

X. Is relative to the Dowry of married Women.

XI. On the Subject of Sequeſtrations obtained againſt the *Jews*.

XII. Concerning the Validity of the Securities which the *Jews* ſhall give, when they ſhall be obliged to leave the Kingdom.

XIII. Permits the *Hebrews* to have all ſorts of Books, after being (however) inſpected by their Delegate.

XIV. and XV. Favour the *Jewiſh* Phyſicians.

XVI. Grants them a publick Synagogue.

XVII. Leaves them at Liberty in regard of their Wills.

XVIII. In regard to Contracts of Purchaſe and Sale, or in Trade, in relation to the *Jews* in our Dominions, the Sales ſhall not be held as perfected, till after a Writing has paſſed between the Buyer and Seller, under their Hands, and confirmed by a Notary, or two Witneſſes; provided that if between Merchants in the retail Way, at Fairs, Markets, *&c.* they be made without theſe Formalities, they ſhall have all Force, according to the uſual Cuſtom and Law, in regard to the other Inhabitants.

XXV. We grant to the *Jews* all the Favours, Privileges, and Faculties, enjoyed by the other Merchants of this Kingdom; they may exerciſe all ſorts of Trades, and Traffick; but it ſhall not be permitted them after the Manner of our Subjects, to cry about the Streets, old Clothes to ſell: Though the *Jews* have leave to ſell and buy every one in particular, in his own Houſe or Shop; none of them or their Family ſhall be obliged to wear any Mark that they may be known by.

XXXI. The Merchandize of the *Jews*, and of their Correſpondents, and their Perſons, coming to any Place whatſoever in our Ports, ſhall be free, as well in their Merchandizes and Perſons, as the Ship which brings them, on Payment of the ordinary Cuſtoms, Gabelles and Taxes, even when they have no Paſſport, provided that it appears by the Veſſel's Documents, that it was deſtined with its Goods for one of our Ports, and that no Magiſtrate or Officer ſhall moleſt either the Ships or any of the Effects; but on the contrary ſhall obſerve our preſent Privilege, and in caſe of Diſobedience, ſhall be puniſhed, and all the Merchandizes reſtored to the *Jews*, with Charges and Expences, without any Hindrance real or perſonal.

XXXV. We grant to the *Jews* ſix Warehouſes for their Uſe in the Cuſtomhouſe of *Naples* Rent free, ſince we conſider them as our own Subjects; they may have alſo the like, in the other Cuſtomhouſes of our Kingdoms for their Conveniency, equally with the other Burgeſſes and Inhabitants, in Proportion to their Number and Trade, according to the Informations that their Delegates ſhall give in; and in caſe that the Magazines of the Cuſtomhouſe, are not ſufficiently large to contain their Goods, it ſhall be permitted the *Jews* to hire others to their liking, under the Guard and Inſpection of the Cuſtomhouſe Officers, enjoying the Privilege of *Portos Francos*, as if their Effects were encloſed in the Offices of the Cuſtomhouſe.

The King of the *Two Sicilies* likewiſe made a Treaty of Peace, Trade and Navigation with the *Ottoman* Court, which was concluded at *Conſtantinople* the 7th of *April* 1740, whereby his Subjects are put on the ſame Footing with thoſe of all others, trading to the Dominions of the *Grand Seignior*.

Naples furniſhes Trade with raw and wrought Silks, ſilk Waiſtcoats and Stockings knit, Oil of Laurel, crude Brimſtone, *Calabrian* Manna, Roſemary Bloſſoms, Anis and Coriander Seeds, Raiſins, Currants, Crema Tartar, Figgs and Olives, Soap, dried Orange and Lemon Peel, ſilk Stockings and Waiſtcoats, Eſſences, Quinteſſences, and Perfumes.

Palermo (the Capital of *Sicily*) produces alſo raw and wrought Silks, Brimſtone, Cream of Tartar, fine Sponges, and Plenty of the fineſt Wheat (except *Spaniſh*) I ever ſaw.

Regio yields raw Silk, Manna, Oil and dried Fruits.

Meſſina affords alſo large Quantities of Silk, and other Commodities, ſimilar to thoſe of *Palermo*.

With

With theſe Products and Manufactures his *Sicilian* Majeſty's Subjects drive a great Trade to *England*, *Holland*, *Liſbon*, *Turkey*, and ſome to *France*, more eſpecially in Corn, when this Kingdom is in Want; and the Merchandizes they take in return will be ſpoke of, when I give a Catalogue of thoſe fit for *Italy*, in which theſe Places will be included.

Of the Trade of Rome, *and the other Territories of the* Pope.

THIS City is more celebrated and known by its Antiquity, Hiſtory, its Magnificence, and its Grandeur, than by its Commerce, as it draws almoſt all from abroad, by its Port of *Civita Vecchia*, at the Mouth of the celebrated River *Tyber*, whoſe Stream muſt be gone up, to reach *Rome*; theſe Parts afford nothing more to the encreaſe of Trade than Allum, made in great Abundance about ſix Miles from *Civita Vecchia*; but what is wanting here, *Bologna* and *Ancona* in the *Eccleſiaſtical* State abundantly ſupply, I mean to Commerce, the Fertility of the Country about the firſt, being beyond all Imagination, and this improved by the Induſtry of its Inhabitants, has rendered the City rich and flouriſhing; here are Mills for Paper, and others for ſawing the Wood found in the *Appennines*; to move Hammers for forging Iron, for poliſhing Gun Barrels, to bruiſe the Barks; and *Valonca* for tanning of Hides, for making of Oil, for Flax and Hemp, for grinding all ſorts of Grain, for winding, twiſting and making Silk into Skains, and for an infinitude of other Works.

The Manufactures of this City are Cloths and Silks, particularly Sattins, Damaſks, and Velvets, flowered and plain; ſilk Stockings, Linens and Crapes. There are raiſed in the Neighbourhood a great Quantity of Silk Worms, which furniſh the *Bolognois* with the richeſt part of their Trade, for raw Silk, and that beſides that in Skains, they here make Organcens, which are very much eſteemed.

The other Merchandize brought from *Bologna*, conſiſts in their celebrated Sauſages, of which Foreigners take off yearly a ſurpriſing Quantity, packed up with Cotton in little deal Boxes, and ornamented with Painting and Gilding; here is likewiſe a conſiderable Trade in Quince Marmelade, prepared by the religious Recluſes of the Place.

Ancona has likewiſe its Silk Fabricks, and Tannaries for Hides, in which its exports chiefly conſiſt, except in ſome Years when large quantities of Corn are ſhipped from hence; it was made a free Port by *Clement* XII. in a Decree of the 16th of *February* 1732, very much to the Diſlike of the *Venetians*, as it attracts a large Share of that Trade carried on before at *Venice*, both from the North and the *Levant*.

Of Florence *and* Leghorn *with their Trade.*

THE Commerce of *Florence* is carried on by way of *Leghorn*, and conſiſts in a large Quantity of rich Silks, manufactured in this Capital of the Grand Duke of *Tuſcany*; the principal of which are Tiſſues and Brocades of Gold, Silver, and Silk, Sattins of all Colours, but more eſpecially White, which are greatly eſteemed; Armoiſins and Taffeties here are alſo made, ſome light Woollen Stuffs, and the other Merchandiſe that this place affords, are raw and ſpun Silks, Wools waſh'd and unwaſh'd, Wine, and Gold Wire.

Leghorn (or *Livorno*) is one of the moſt important, and the beſt Ports of the Grand Duke's Eſtates, and hardly yields in point of Trade either to *Venice* or *Genoa*; the great liberty which all Nations enjoy, (let their Religion be what it will) induces ſome of almoſt all Nations to aſſemble here; and the moderate Cuſtoms paid on Importation (for all Exportations are free) attracts alſo a Concurrence, not only of *French*, *Engliſh*, *Dutch*, &c. but alſo of *Jews*, *Turks*, and *Armenians*; the *Turks* however trading only *de paſſo*.

The *Engliſh* and *Dutch* (more eſpecially the former) are thoſe who carry on the greateſt Trade; this Place being properly the Staple, or Magazine, for the major Parts of the Goods which they receive from the *Weſt*, and ſend to the *Levant*, as it is for thoſe they get from thence in Return, and forward to their *Weſtern* Markets.

The *Jews* and *Armenians* tranſact moſt of the Buſineſs by intervening as Brokers, for which they are paid, according to Cuſtom, for the different Branches of Trade they tranſact, whether Purchaſes or Sales, Exchanges or Inſurances.

Beſides the rich Fabricks of Silver, Gold and Silk, at *Florence*, *Piſa*, *Lucca*, and the other Towns of *Tuſcany* and its Neighbourhood, here are found raw Silk of all Sorts, as well *Italian* as *Levant*, and even *Spaniſh* Olives and Oils, not only of the Growth of the Country, but from different Parts, as *Gallipoli*, *la Pouille*, the *Levant*, *Barbary*, &c.

But that which is not the leaſt important Part of this Commerce, are the Merchandiſes from the *Levant*, with which (as has been ſaid) the *Engliſh* and

Dutch have always their Warehouſes well furniſhed, as they have with thoſe Goods they receive from the *Weſt*, which conſiſt of the ſame Commodities, as will hereafter be mentioned as proper for *Italy*, what is ſhipped from *Legborn*, beſides the Goods aforementioned, are Cotton Wool, and ſpun, Coffee (brought there by Way of *Alexandria)* Allum, (of *Civita Vecchia*, and the *Archipelago)* Anniſeeds (from *Rome* and *Malta)* fine Lacque (from *Venice*) Marble of various Colours (from *Carrara*) Red Coral *(*from *Sardinia*) Soap, Sumack, Argol, Brimſtone, Wine, *&c.*

Of the Trade of Milan, Modena, Lucca, Parma *and* Verona.

MILAN, the Capital of *Lombardy*, is very conſiderable for its Commerce, which it furniſhes with Gold Thread, flowered Velvets with Gold, Silver, and Silk Grounds, many fine wrought Silks, and large Quantities of unwrought, exported for *France*, &c.

Modena has its Products and Manufactures ſo like thoſe of *Bologna*, as a Deſcription of them here would be a Tautology.

Lucca is a ſmall Republic in *Italy*, upon the River *Serchio*, five Leagues from *Piſa*; it is celebrated for its fine Silk Manufactories, particularly thoſe of Velvels, Damaſks, Sattins and Taffeties; here are likewiſe ſold a large Quantity of raw Silks and in Skains, as alſo of Oils and Olives, which latter are eſteemed the beſt in *Italy* but double priced, from all others.

Parma tranſacts all its Buſineſs by Way of *Venice*, which principally conſiſts in raw Silk, and Cheeſe made at *Lodi.*

I ſhall laſtly mention as a very conſiderable Branch of the *Italian* Trade, that carried on in the Territories of his *Sardinian* Majeſty; of which *Turin* is the Capital, and has an advantageous Situation, for extending it on every Side, as almoſt all that comes from the other Parts of *Italy*, and that which enters it by way of *Lyons*, and *Geneva*, paſs by this City; the *Po* which runs near it, alſo facilitates a Communication with *Lombardy* and the *Venetian* States; and although it is neceſſary to traverſe the *Alps* to get there, nothing is eaſier than the Journey by Mules, which are made uſe of for the Tranſportation of the Goods, and of Men, who give all deſirable Aſſiſtance for the Paſſage of Mount *Cenis.*

Piedmont produces the beſt Silk in *Europe*, on account of its Lightneſs and Fineneſs, and the Organcins made of it, are the moſt eſteemed, in *England*, *France*, *Holland*, and *Germany*, of any. It is reckoned that in a common Year, is made in the King of *Sardinia*'s Territories, *viz.* in *Piedmont*, *Montferrat*, *Alexandrin*, *Lomeline* and *Novaros*, about 560000 Pounds (of twelve Ounces) of raw Silk, which are all reduced into Organcins or Trains; only thoſe of *Navarois* being permitted Extraction unthrown.

The Fabricks of all Sorts of Silk Stuffs, long ſince eſtabliſhed in *Turin*, conſumed about 130000 Pounds of thrown Silk yearly; though it is to be obſerved that the Fabricators of theſe Silks, import from their Neighbours, the greateſt Part of the Trains they uſe, or of raw Silk to make them.

There is beſides in *Turin*, about ſix hundred or ſeven hundred Looms for Silk Stockings; for whoſe Employ a great Quantity of Silk is required; however it is computed, that beſides the Silk uſed in all theſe Manufactures, there is yearly ſent to *Lyons*, about two thouſand ſmall Bales (of an hundred and thirty-ſix pound each) loaded at *Genoa* and *Legborn*; extra of what is ſent to *Holland* and *Germany*, by way of *Savoy*, and *Geneva.*

This Prince's Dominions have likewiſe ſeveral Fabricks of Drapery, particularly, of Scarlet, Blue, and Black Cloth beſides; diverſe Sorts of light Stuffs; they alſo make Ratines, and coarſe Cloath for the Soldiers Cloathing.

Piedmont is very fertile in Corn, with which it ſupplies its Neighbours, as it does with Rice; of which latter, large Quantities are ſent to *France* and *Geneva*, as alſo to *Venice* by the River *Po.*

Hemp likewiſe grows here in Plenty, which is almoſt all ſent through *Nice* to *Marſeilles* and *Toulon*, except a ſmall Share to the *Genoeſe.*

A great Number of Cattle are fatted in *Piedmont*, and abundance of Wine made, both which find a ready Sale among the *Genoeſe* and *Milaneſe*, and a large Share of this latter is diſtilled into Brandy, to make the Compoſition of *Roſſolis* at *Turin*, which has greatly the Preference of others.

Some few Years ago, a Manufacture of Earthen Ware was eſtabliſhed at *Turin*, and a little while ſince, another of Porcelane, which is brought to great Perfection; ſeveral Quarries of excellent Marble are found diſperſed about the Country, which ſerve to ornament both their Churches and Palaces.

The Counties of *Nice*, *Oneille*, and other Places on the Sea Coaſt, ſubject alſo to his *Sardinian* Majeſty, produce moſt excellent Olive Oil, and in ſuch Plenty, that beſides a Sufficiency for all his Dominions, large Quantities are ſold to the *French* and *Genoeſe.* And the Iſland of *Sardinia*, which gives him the Title of Majeſty, producing many of the Commodities above mentioned, and ſimilar to thoſe of *Sicily*, I ſhall not enlarge in its Deſcription to avoid Repetitions,

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but now give a Detail of the Commodities proper for *Italy*, as I have interſperſedly of thoſe, which the different States thereof produce.

Merchandize proper for Italy.

Spice in general, which (except Pepper) the *Dutch* have to themſelves.

Cacao, Ginger, Tea, Porcelane, and other *Indian* Curioſities.

Painted Linens, Chints, and painted Furies.

Sattins, Damaſks, and other thin light *Indian* Silks.

Linens of diverſe Sorts, as Muſlins, Cambricks, Hollands, Sileſia's and Oſnabrughs.

Cloths, Camblets, Serges, and other Stuffs, from *England*, *France* and *Holland*.

Silk Stuffs from *Lyons*, Mercery, Hardware, and *Ruſſia* Hides.

Diverſe *French* Modes for Women's Wear; white Threads and Tapes from *Harlem* and *Flanders*.

Vermillion, and all Sorts of Dying Woods; Madder, and Elephants Teeth.

Whalebone and Oil, Copper, Braſs, Iron, Lead, and Tin.

Tar, Pitch, and Roſin, Capers, Muſk, Amber, and Civet.

Herrings, ſmoaked and pickled, Salmon, Stock-fiſh, Poor-jack, and Pilchards.

Pewter, Steel, Caviar, *Languedoc* and *Provence* Wines, Wheat, and other Grain.

All Sorts of *French* Merceries, Laces and Guimps, of Silk and Silver.

Silk Stuffs, with Gold and Silver, from *Lyons* and *Tours*, and Ribbons, particularly from *Paris*.

Wigs, Hair, worſted Stockings, Hats, &c.

Of the Levant *Trade, and that on the Coaſt of* Barbary.

I Shall join under this Title all the Trade carried on with the *Engliſh*, *French*, *Dutch*, and *Italians*, at *Smyrna*, *Alexandretta*, *Aleppo*, *Seyda*, *Cyprus*, *Conſtantinople*, *Alexandria*, *Roſetta*, and even *Grand Cairo*, *Angora*, and *Beibezar*, upon the Coaſts of *Barbary*.

The great Quantities of *European* Ships that import at *Smyrna*, and the numerous Caravans which arrive there from *Perſia*, have always made, and ſtill make this to be a Place of the greateſt Commerce in all the *Levant*, for which it is happily ſituated in the Gulph of the *Archipelago*, in that Part of the *Leſſer Aſia* that the *Greeks* called *Ionia*, and at preſent named *Natolia*.

The Port of this City, ſo famous for its Commerce, is capable of containing many Fleets, and here is always ſeen ſeveral hundred Veſſels of diverſe Nations.

The greateſt Part of the principal foreign Merchants have fine commodious Houſes of their own; and hardly any thing can be ſeen more ſuperb and magnificent than the Habitations of the Conſuls, who are almoſt all lodged near the Sea; but Perſons whoſe Stay here is but ſhort, or who would be ſaving in their Expences, may have the Convenience of being accommodated in a *Kan*, which is a ſort of an Inn, where a thouſand People may lodge, on paying a Dollar *per* Month for each Chamber.

At *Smyrna* are two Cuſtom-Houſes, the biggeſt called the Cuſtom-Houſe of Commerce, where the Duties are paid on Silk, and other Goods that the *Armenians* import from *Perſia*, and thoſe which the Chriſtian Nations unload there, and embark for their Returns: The other named the Cuſtom-Houſe of *Stamboul*, or *Conſtantinople*, only takes Notice of the Trade of this Capital of the *Ottoman* Empire, from *Salonica*, and other Parts of *Turkey*.

The Caravans have their Times and Seaſons fixed for their Arrival and Departure, on which the *European* Nations regulate the Remiſs of their Ships, to the End that the *Aſiaticks* may carry with them the Weſtern Merchandizes, and the *Europeans* reload with thoſe of *Aſia*.

Of the *Aſiatick* Nations, the *Armenians* are thoſe who carry on the greateſt Trade with *Smyrna*; the Caravans from *Perſia* being almoſt all compoſed of them, and in this City are eſtabliſhed above twelve thouſand.

In reſpect of the Natives of *Europe*, the *Engliſh* are beſt regarded, and moſt favourably treated, and they likewiſe ſend the greateſt Number of Ships here; after them the *Dutch*, but the *French* are too numerous here, and thereby hurt one another.

The Merchants from *Legborn* carry on a great Trade here; thoſe of *Venice* ſtill more: And the *Genoeſe* (notwithſtanding the Expence the Liberty to trade under their own Colours has coſt them) hardly any; and the *Meſſinois*, ſince the Year 1690, none at all.

The *French* Trade is carried on from *Marſeilles* in ten Sail of Ships, and three or four Barks yearly; whoſe Loadings conſiſt of Dollars, Cloths of *Dauphine*, *Carcaſſonne*, and *Sapte*; in Perpetuans or Imperial Serges; in Caps, Paper, Cochineal, Tartar, Verdigreaſe, Indigo (from *St. Domingo* and *Guatimala*) Pewter, Dying Woods, Spice and Sugar. The Returns being almoſt the ſame, for all the Nations of *Europe*, who trade there. I ſhall here mention them once,

once for all, *viz.* Angora Goats, and Camels Hair, Rhubarb, Scammony, Opium, Senna, Gum Adragant and Arabick, Coffee, yellow Wax, Allum, Cotton in Wool and ſpun, Currants, fine Camblets, fine Wools from *Metalin* and *Caramania*, Skins like *Morocco's*, Buffaloes Hides, Shagreen, Spunges, Maſtick, Saffron, Galbanum, Galls, Aſhes, Box, Anniſeeds, Fuſtians, Buckram, Carpets, Silks, called Cerbaſſi, Legis, Ardaſſe, and Ardaſſetes, Cotton Stockings, *Turkey* Handkerchiefs, Valonea, Xantoline, Apoponax, Agaric, Tutti, Amber, Muſk, the Ultramarine Stone, Storax, Soap, Pearls, Diamonds, Rubies, and other precious Stones; but theſe Jewels are ſold privately by the *Armenians*, who bring them with their Caravans, and who frequently come themſelves to Chriſtendom to diſpoſe of them.

The *Dutch* ſend there yearly about fourteen Ships, with *Leyden* fine Cloths, Cloves, Mace, Cinnamon, Nutmegs, Ginger, Cochineal, Indigo, Copperas, Quickſilver, Braſs and Iron Wire, *Dantzick* Steel, *Engliſh* Pewter, rough yellow Amber, Tartar, Sea Horſe Teeth, Lapis Lazuli, Loaf and Powder Sugar, Cinabar, red Oaker, Dying Woods, Tin, *Ruſſia* Hides, *&c.* and reload with the greateſt Part of the Goods juſt mentioned.

The *Venetians* generally ſend there fourteen or ſixteen large Ships annually, under Convoy of two Men of War (as the *Engliſh*, *French*, and *Dutch* commonly go) beſides others at different Times without Convoy; and the *Livornois* alſo ſend Veſſels as they find Occaſion.

Angouri, or *Angora*, and *Beibazar*, Capital of *Galatia*, has always preſerved its Reputation for the Beauty and fineneſs of its Goats Hair, and the Fabrick of Stuffs made there at preſent called Camblets; and it is from this Place, and *Beibazar*, that *Smyrna* is ſupplied with theſe Commodities, the Quantity of the former being almoſt incredible, of which it is ſaid the *Engliſh* tranſport above five hundred Bales, the *French* as many, and the *Dutch* more than double that number, and the Conſumption of it is full as great there, as what is ſhipt by theſe Nations: The *Engliſh* and *Dutch* have Factors ſettled here to purchaſe this Commodity at firſt Hand, by which Means they have it much cheaper than when brought to *Smyrna*.

Aleppo and *Alexandretta*; theſe two Cities of *Syria* have a great Similitude in their Trade, or rather it is the ſame that they both carry on, *Alexandretta* being properly only the Port to *Aleppo*, which is twenty-two (or as ſome ſay twenty-five) Leagues within Land.

Aleppo is one of the principal Cities in the *Turkiſh* Empire, and only yields to *Conſtantinople*, and *Cairo*, in Grandeur, and to *Smyrna* in Point of Trade.

Two Things (among others) are very remarkable in regard of Trade: the one is the Cuſtom of making Pigeons ſerve for Meſſengers, to give Advice of Ships Arrival, and other preſſing Affairs, which is done by taking them from their young ones at *Aleppo*, and ſending them to *Alexandretta* a little before it is ſuppoſed they may be wanted, who being let fly at this laſt Place, with a Billet about their Necks, return in three Hours time; the other Thing remarkable is the Prohibition to go from *Alexandretta* to *Aleppo*, any other way than on Horſeback, and the Reaſon of it was to prevent Sailors running a Foot to *Aleppo*, and there ſpoiling the Price of Goods by their over-urgency in laying out their little Stock, which without this Ordinance would be greatly diminiſhed.

There is hardly any Places in the three antient Parts of the World, from whence ſome Merchants are not ſeen at *Aleppo*: Beſides the *Engliſh*, *French*, *Dutch* and *Italians* which reſide there, the Caravanſeras are always full of *Armenians*, *Turks*, *Arabians*, *Perſians* and *Indians*, which come in ſuch Numbers by the Caravans, that although there are above forty of thoſe publick Buildings, they hardly ſuffice to contain thoſe, who only appear to tranſact ſome tranſient Buſineſs, and who after ſelling their Goods, return by the Way they came, with their new Purchaſes.

The Merchandize proper for this Place, are the ſame as thoſe for *Smyrna*; and thoſe which the Ships reload are Silks of the Country, and *Perſia* Cotton Cloths of various Sorts, and among others blue Amans, Auquilles, Lizardes, thoſe from *Beby*, others called Linen Antiquies, Ajamis, and Abundance of Chints; different Cottons, and Cotton Threads, Galls, Cardovans, Soap; many Species of Silk Stuffs, and thoſe admirable Camblets before mentioned.

Seyde is the ancient *Sidon* of *Phœnicia*, ſo renowned formerly for its great Traffick, very little inferior to that of *Tyre* itſelf, whoſe Reputation for Commerce has been equally publiſhed, both by ſacred and profane Authors. The modern *Sidonians* retain nothing of the antient but their inclination for Trade, every Thing elſe is altered; their Power by Sea no longer ſubſiſts: The vaſt Extent of their City is reduced to leſs than one Quarter of what it was formerly; and the great Number of its Inhabitants to leſs than ſix Thouſand, of which the Foreigners make near half.

But few Weſtern Commodities find a Sale at *Seyde*, though with the Products of the Country a pretty good Trade is ſupported; thoſe few are ſome Cloths of lively Colours, Sattins and Damaſks of *Lucca* and *Genoa*, with ſome Paper, a few Cheſts of Indigo and Cochineal, Spice, Sugar and *Brazil* Wood, all in ſmall Quantities. The Goods loaden here are prin-

cipally Silks and Cottons, with ſome Aſhes, Galls, Oil, Soap, and Birdlime, and as the Occidental Sales do not ballance their Purchaſes, a conſiderable Sum of Money is yearly obliged to do it.

The *French* Trade to this Place, *Acre* and *Rama* (which are in its Diſtrict) imports about 350000 Dollars yearly, and there are no Merchants but of this Nation ſettled in theſe Places.

Chio is now ſubject to the *Turks*, and better peopled than any Iſle in the *Egean* Sea; its Commerce is very conſiderable, though much leſs than the Number of its Inhabitants, and the various Sorts of Merchandiſe that grow and are made here, ſeem to promiſe. The Wine, Silk, Cotton, Turpentine, and Maſtic, are the principal Products that draw the *Europeans* hither, more eſpecially the *Engliſh* and *French*, who have their Conſuls here.

It is ſuppoſed that above 100000 *French* Crowns worth of thrown Silk is annually exported from hence, beſides a large Quantity of Silk Stuffs made in the Iſle, ſuch as Damaſks, Sattins and Taffeties, which are tranſported to *Cairo*, and to all Places on the Coaſts of *Barbary* and *Natolia*, particularly to *Conſtantinople*.

The Cottons are in Wool, or ſpun, and a great deal of them employed in Fuſtians and Dimities, which are as much eſteemed, and diſpoſed of in the ſame Way as the Silks.

In Regard of Maſtick (the chief Article of their Trade) it is hardly found any where elſe but here, and the beſt, and indeed almoſt the whole is for the *Grand Seignor*; who has from all the Villages in the Iſland where it is gathered, two hundred and eighty-ſix Cheſts weighing 100,025 *Oques*, and ſome few others are taken by the Cuſtomhouſe Officers, *&c.* Of Turpentine the Iſle produces about three hundred *Oques*, (of 3½ Pound and one Ounce) of Oil about two hundred Hogſheads, (each Hogſhead weighing 400 *Oques*, and the *Oque* but 3 lb. 2 oz.) Of Silk 6000 Maſſes, or 30000 lb. almoſt all which is wrought up by the Iſlanders in the Manufactures before mentioned. Here is alſo ſome very good Wine, known to the Antients under the Diſtinction of *Nectar*, and it affords fine Honey and Wax in tolerable Quantities.

Cyprus maintains hardly any Trade with the *Europeans*, except with the Products and Manufactures of the Iſle. Its Extent and the Fertility of its Soil enable it to furniſh Commerce largely; particularly with Cottons, and Silk, which are cultivated almoſt every where. The Cottons in Wool or Thread are eſteemed the beſt and fineſt in all the *Levant*; the Country between *Nicoſia*, and *Famagouſta*, and about *Paphos*, and *Limiſſo*, are the Parts in the Iſland that produce moſt.

The Silks are alſo gathered, and the Silkworms bred in ſome Villages, ſubject to the Magiſtracy of the two laſt mentioned Cities; but the beſt and greateſt Quantity, is made in the Village *Cyteree*, though none are held in an equal Degree of Goodneſs with the Cottons.

The Wools, Wine, Galls, ſome medicinal Drugs; red, yellow, green and greyiſh Earths or Boles; Stuffs and Dimities are the other Merchandizes of the Iſle, to which I think I ought to add as one, the Ortelans, which come here in ſuch Abundance, that the Natives pickle them, and, beſides what they conſume on the Iſland, the *Venetians* export upwards of a thouſand ſmall Barrels annually.

Some few Bales of Cloth, Paper, Caps, and ſome Verdegreaſe, are the only Goods imported there, which occaſion the major Part of the Returns to be paid for in Money, and the moſt advantageous Specie for this Purpoſe, are the *Mexican* and *Seville* Dollars.

Conſtantinople. This City, formerly the ſecond *Rome*, or rather the true Capital of the *Roman* Empire, when *Conſtantine* the Great had choſen it for his Reſidence; after having been for a long Time the Seat of the *Greek* Emperors, and a little more than half an Age that of the *Latins*, became at laſt the Metropolis of the *Turkiſh*.

The happy Situation of this great City, joined to the Beauty and Security of its Port, might render it a Place of the greateſt Trade in the World, if the Inhabitants, who are ſubject to a Servitude that almoſt deprives them of the Property of their Effects, dared to think of enriching themſelves by Commerce; or if the Foreigners that Trade draws here, and who are treated with leſs Haughtineſs and Severity, were not expoſed to ſo great and frequent Inſults and Impoſitions,

Notwithſtanding theſe Reaſons, ſo naturally tending to raiſe a Diſreliſh in the *Chriſtian* Nations to a Commerce with *Conſtantinople*, there is however a great Number of their Ships ſeen to arrive here; and there is hardly one of theſe Nations who have not a Miniſter ſettled here, more to protect their Merchants, than for any political Intereſts; the *Emperor* and the *Venetians* being thoſe only who can have any Conteſt with the *Port*, by Reaſon of the Proximity of their Territories.

Of the *Europeans*, the *Engliſh*, *French*, and *Dutch*, are thoſe who carry on the greateſt Trade here, more particularly with their Cloths, ſent here directly, or brought from their Warehouſes at *Smyrna*, which are always

always well filled. The Cloths from *Venice* have for a long Time had the Preference in this City, though every where elſe in the *Levant*, they are the leaſt eſteemed.

Thoſe deſtined for *Conſtantinople* ſhould be thin and fine, well milled, cloſe ſhorn, without any Nap; above all they muſt be of the beſt Dye, and have their juſt Lengths and Breadths.

The propereſt Colours for *Conſtantinople*, are Violet, Purples, Green, Red, Crimſon, Scarlet, Sky-blue, Fleſh and Cinamon Colours; no Black, except of the greateſt Beauty, and then only one Piece in forty or fifty. About eight or nine thouſand Pieces are ſold here yearly, one fourth *Dutch*, little more than one third *Engliſh*, and the reſt *French* and *Venetians*; a few Perpetuanas, and ſome other Woollens are ſold here, but of Silks, great Quantities from *France* and *Italy*, and a ſmall Matter from *England* and *Holland*; the chief are the Sattins from *Florence*, Tabbies, Damaſks with and without golden Flowers; flowered Brocades, with gold and ſilver Grounds from *Venice*; and flowered Velvets from *Genoa*; but although theſe Stuffs preſerve the Name of their original Fabricks, ſome of them are now made at *London* and *Amſterdam*, and many of them at *Lyons* and *Tours*, which are however ſold to the *Turkiſh* Taylors, and *Armenian* Merchants, for true *Venetian* and *Genoeſe* Goods.

The Sale of Sattins amounts yearly to between five and ſix hundred Pieces; of Tabbies to three or four hundred; of Damaſks without Gold, only ſixty Pieces, and with, an hundred Pieces, and hardly more Velvets; but Brocades with gold and ſilver Flowers find the greateſt Vent, though theſe muſt be made on Purpoſe, with Patterns proper for the Place; for it is not the Richneſs of the Stuff that pleaſes the *Turks*, but chiefly the Gaiety, and above all the Cheapneſs.

Paper is one of the beſt Commodities carried to *Conſtantinople*, and what frequently produces the moſt Profit; it goes there from *France* and *Venice*, and *Genoa*, though principally from the firſt, in all about thirty thouſand Reams; the other Merchandizes are, Hardware, Tin, Braſs and Iron Wire, which the *Engliſh* and *Dutch* carry from *Hamburgh*, and the *Baltick*; gold Thread, and ditto gold and ſilver falſe, from *Poland*, carried by the *Venetians*, *Marſeilles* and *Tuniſeen* Caps; Verdigris from *Montpelier*, Oil of Spike from *Marſeilles*, *Tartar*, Sugars ſupplied by the *Engliſh* and *Dutch* when the Crop has failed in *Egypt*, which commonly furniſhes *Conſtantinople*, by the Way of *Alexandria*; and in fine, Spices, Camphire, Quickſilver, Lead, Cochineal, *Brazil* Wood, White-Lead, *&c.* in which thoſe two Nations are almoſt ſolely concerned.

The Exports from *Conſtantinople* are very few in Compariſon with the Imports; therefore to ballance Accounts, the *European* Merchants direct their Correſpondents at *Smyrna* or *Aleppo*, to draw it on the Capital, or order Remiſſes to be made them in Specie from the ſaid Metropolis, to purchaſe what they commiſſion to be bought for their Ships Reloading at either or both of the ſaid Places.

The few Merchandizes mentioned to be exported from *Conſtantinople* conſiſt in Wools, called Pelades, and Treſquilles, of which the Extract in a common Year is two thouſand Bales of the former, and three thouſand of the latter. Of Buffalo's Hides, about ten thouſand carried to *France* and *Italy*; of Ox and Cow Skins, of the different Sorts and Qualities fifty thouſand, of which the Conſumption is for *Italy*; of Pot-Aſhes, from the black Sea, which the *Engliſh* and *Dutch* buy to ſcour their Cloths; yellow Wax, ſome Goat's Hair Thread, a Quantity of Caviar, or ſalted Sturgeons Roes, commonly bought up by the *Venetians* and *Leghorns*.

The Fur Trade, from *Muſcovy*, *Natolia*, the *Black Sea*, *Crim*, and other Places of *Tartary*, is very conſiderable, though in this the *European* Merchants have no Share, being entirely tranſacted by the *Greeks*; of theſe Skins about two hundred Cheſts (with two hundred Pair in each) of Sables are yearly ſold from fifteen hundred to twenty-five hundred Dollars per Cheſt; Ermines (only eſteemed when extremely white) ſell from ten to eleven Dollars, for forty Skins and Minevers at ſeventy Dollars *per* thouſand; Martins, Polecats, Lynxes, and Fox Skins are brought here from *Natolia*, and annually ſell for the Value of about ſixty thouſand Dollars; the black Fox Skins brought from *Caffa* and *Tartary* are in very great Eſteem, and their Sales may yearly import an hundred thouſand Dollars.

Of *Caffa*, or *Capha*, and the black Sea: the *Venetians* have often endeavoured to commence a Trade to this laſt, more eſpecially to *Caffa*, and in 1672 obtained Leave, by the lively Repreſentations, and the more perſuaſive Arguments of large Preſents, which their Baily the Chevalier *Quirini* made; but upon the Remonſtrances of the Superintendant of the Cuſtomhouſe at *Conſtantinople*, who ſuffered in his Intereſt by this Conceſſion, and alſo under the political Apprehenſion, that the *European* Chriſtians, would by this Means, more eaſily have a Correſpondence with thoſe of their Religion ſettled on that Coaſt, the Privilege was revoked, and no *European* Nation has been able to obtain one ſince.

Caffa

Caffa has an excellent Road, and its Port is where the greateſt Buſineſs is carried on in all the black Sea, it being common to ſee arrive, or ſail, four or five hundred Veſſels together. Here is a great Trade carried on in Corn, Salt, Furrs and Butter, this laſt being eſteemed the beſt in all *Turkey* ; but that which attracts the greateſt Number of Shipping, and what induced the *Venetian* Ambaſſador to purchaſe the aforementioned Liberty at ſo great a Price, is the large Quantity of Sturgeons taken in the *Palus Mæotis*, of whoſe ſalt Roes the *Italians* are ſo fond, and not only they but ſeveral other Nations of *Europe* and *Aſia*. Some Accounts ſay, that many of theſe Fiſh here weigh eight and nine hundred Pounds, and their Roes three or four Quintals, and though theſe Relations may be ſomething exaggerated, it is certain that there are none elſewhere, either ſo large, or abundant ; but as the Trade of this Part is in general ſo very great, I ſhall give my Readers an Abſtract of a very curious Memoir drawn up by a Perſon well acquainted with it.

The Commerce (ſays he) of the *Black Sea* is ſo conſiderable by the Advantages it affords, and the great Quantity of Goods it takes off, that the yearly Import of them is ſuppoſed to be more than three Millions of Dollars; *Caffa* is one of the principal Ports in it, diſtant about ſeven hundred Miles from *Conſtantinople*; the *Turks*, *Greeks*, *Perſians*, and *Muſcovites*, are the People who ſupport this Trade, and vaſt Quantities of Merchandiſes ſell here, both for the Conſumption of the Place, and that of many others with which it maintains a Correſpondence. Here are annually ſold to the Value of twelve or fifteen thouſand Dollars in *Venetian* Brocades ; here is likewiſe ſold another Sort in which the Gold and Silver is falſe, and the Flowers like thoſe of Damaſk, to the Amount of ſeven or eight thouſand Dollars. Ten or twelve Bales of Cloth are alſo annually diſpoſed of ; about twenty thouſand Dollars worth of *Scio* Damaſk ; and to the Amount of an hundred and fifty thouſand Dollars in Taffeties ſtriped and plain ; here is likewiſe brought from *Scio*, fifteen thouſand Dollars worth of Fuſtians, and ſome of theſe from *Conſtantinople*. Of Coffee here is ſold yearly from fifteen to twenty thouſand Dollars ; and five to ſix thouſand Dollars in Flax from *Cairo*. Of all theſe Merchandiſes a great Part is conſumed in the *Crim*, diſtant about an hundred and fifty Miles from *Caffa* ; another Part is ſent to the Ports ſituated near the *Palus Mæotis*, as at *Guſleree*, *Bolovelava*, *Kirerei*, and ſome others dependant on *Caffa*, which ſerves them for an Almagazen.

The Proceeds of all theſe Goods, are commonly employed in Hides, Wax, Wheat, Barley, Butter, Honey, and Caviar, which are the chief Products of the Place. Of the Hides here are two Sorts, the beſt made at *Caffa* being about thirty five to forty thouſand yearly ; theſe are carried to *Smyrna* by the Way of *Natolia* and coſt about a Dollar each ; the ſecond Sort are of an inferior Quality, tanned in the Neighbourhood of that City, whoſe Value is three fourths of a Dollar each, and their Number about an hundred thouſand, which are ſent to *Conſtantinople*.

There is annually collected at *Caffa* near thirty thouſand Ocques of Wax, of which part goes to *Smyrna*, and the reſt to *Conſtantinople* ; there alſo is ſent yearly to the latter, fifty or ſixty Saicks (or Saiques) of Wheat, and fifteen to twenty with Barley ; of Butter *Caffa* remits to this Capital between fifty and ſixty thouſand Ocques ; and the Profits it makes by its Honey, is not leſs than that, which the Wax and Butter leaves. In fine, this Place affords ſome Silk, though the Quantity is not large, nor its Quality good.

Azeck, or *Aſoph*, is ſituated on the *Don* or *Tanais*, not far from the Place where this great River falls into the *Palus Mæotis*. This Part of *Aſia* was hardly known in *Europe*, only to the Geographers, before the Year 1695, when the famous *Czar Peter Alexowits* took this Fortreſs from the *Turks* to whom it belonged, with the Deſign to eſtabliſh a Fleet there, not only to attract the Trade of the *Black Sea*, but alſo capable to make the Grand Seignor tremble, even in the Capital of his Empire; *Aſoph* ſoon attracted the Attention of all Nations, and it coſt more than one Siege and a bloody Battle (in which the *Czar* with his whole Army had liked to have periſhed) to reſtore this Place to its firſt Maſter, who having experienced the Importance of it, augmented its Fortifications, and guarded it with an extreme great Jealouſy ; but it is known that in the laſt War (in 1739) this City became again an Apple of Diſcord, and that the *Czarina* remained in Poſſeſſion of it, tho' I believe without reaping thoſe great Advantages, that the *Czar* had at firſt expected from its Conqueſt.

It is from *Aſoph* that a Part of the Caviar ſold at *Conſtantinople* comes, where in a common Year are imported at leaſt ten thouſand Barrels with 7 ½ Quintals each ; though all the Caviar is not made of Sturgeons Roes, but ſome of thoſe of other large Fiſhes.

Kily (or *Kilia*) is ſituated on the South Side of the *Danube*, about ſeven or eight Leagues from the Mouth

Mouth that diſcharges it into the *Black* Sea. Four or five thouſand Pieces of Fuſtian from *Scio* are brought here yearly, and Damaſks from thence alſo to the Value of about ſix thouſand Dollars; Buckrams for more than thirty thouſand; beſides two thouſand Pieces of Fuſtian made and ſold in the Place; Coffee alſo ſold here for fourteen or fifteen thouſand Dollars; Flax for three or four thouſand; ſtriped Taffeties (called Santals) for above ſixty thouſand; other ſorts of Taffeties for ſeventy thouſand; of Cloths, fifty or ſixty Pieces, are annually imported, though of all theſe Merchandizes few are conſumed at *Kily*, as this is only the Staple, or Storehouſe, from whence they are ſent to diverſe Ports on the *Danube*, or within Land, as *Iſmael*, *Temeſwaer*, *Hias*, *Galas*, and ſeveral other leſs conſiderable; all which Places contribute ſomething to Trade, *viz.*

Hias, about fifty thouſand Oques of Wax, of which a Part is ſent to *Smyrna* by *Natolia*, and the reſt to *Conſtantinople*; the Butter comes from other Ports, where in a common Year may be collected above an hundred thouſand Oques.

At the Mouth of the *Danube* and before *Kily*, is a very large Fiſhery, of the *Mouronne* (though what this Fiſh is, I confeſs my Ignorance) which produces above ſixty thouſand Dollars yearly; each Fiſh weighs about a Quintal and a half, one with another, after the Roes are taken out, to make Caviar, though this Commodity made here, is not good, as the curing it well would render it too coſtly to get any thing by it. From the Ports along the *Danube* are expedited more than ſix hundred Saicks yearly with Wheat and Barley, which commonly yield the large Profit of 15 to 30 *per Cent.* to the Concerned.

Prevat takes off no *European* Goods, ſo that all the Commerce is carried on in *Dutch* Dollars, the *Poliſh* Abra, the Izelotes of the Empire, *Venetian* Sequins, Hongres of *Hungary*, the *Egyptian* Cherif, Aſpers and Parats, all which Species are commonly taken here at 15 or 20 *per Cent.* higher than in *Conſtantinople.* Here is made in a common Year from twenty to twenty-five thouſand Buff-ſkins, and ſome Wax is alſo ſhipped off.

Kirmant, like the laſt mentioned Place, takes off nothing from *Europe*, and only furniſhes Trade with about twenty five or thirty thouſand Hides yearly, and ſome Butter.

Sinope is a Port ſituated on the *Euxine* Sea, on the *Natolian* Side; ſome Goods are here imported, but the greateſt Part of the Trade is carried on in the different Coins aforementioned. The *Perſians*, however, drive a very conſiderable one here in Silk Stuffs, Cambreſines, Indianas, Carpets, Lizats, *&c.* of which the greateſt Part goes to *Conſtantinople*, and the reſt to *Caffa*; and it is the *Tartars*, *Greeks*, and *Turks*, who purchaſe the greateſt Part of theſe Merchandizes; a few Linens are brought from *Trebiſonde*, but of ſo little Import as not to merit any Regard.

Nicopolis is a Seaport, with very little or no Trade: Though,

Caſtamboli, which is two Days Journey from it, makes coarſe Buckrams of all Colours to above eighty thouſand Dollars Value yearly; of which a Part goes to *Conſtantinople*, and the other to *Caffa* and *Kily*; here is alſo gathered a conſiderable Quantity of Wax ſent to *Smyrna*, and the *Perſians* carry on a great Trade here, as they do at *Rupur*, a Day's Journey from *Sinope.*

La Maſtre is a Port in the *Black* Sea, tolerably ſecure, and where a pretty good Commerce is carried on, conſiſting chiefly in Packthread and ſpun Yarn for Cordage and Cables, of which there are annually loaded for *Conſtantinople* at leaſt eight Saicks; there alſo goes from hence, and ſeveral other neighbouring Ports, a large Quantity of Wood, the greateſt Part for *Conſtantinople*, where it is employed in the *Grand Seignor*'s Yards for building the Men of War and Galleys; the Maſts in particular are very good, and ſo long, that they have ſerved for ſixty and ſeventy Guns Ships, all of a Piece.

There are exported from ſeveral Parts of the *Black* Sea, Salt Beef and Pot-aſhes, the laſt for *Conſtantinople* and *Smyrna*, which the *Engliſh* and *Dutch* purchaſe to ſcour their Cloths, and make Soap; the Furrs alſo that come from *Muſcovy* are tranſported to *Conſtantinople* by the *Black* Sea.

Of the Trade of Cairo, Alexandria *and* Roſetta *in* Egypt.

THE interior Commerce of *Egypt* was once very conſiderable; of which its continual Fairs, that during the whole Year were often held, ſeveral at a time, in the different Provinces of the Kingdom, will give the higheſt Idea. There all the People of the Country flocked together, to furniſh themſelves with the Goods and Merchandizes that they wanted, or to diſpoſe of thoſe which a Superfluity rendered uſeleſs. There each particular Diſtrict, bringing into Trade the Merchandize which either Art or Nature had rendered peculiar to them, contributed on its Part, to this reciprocal Communication, and to the general Circulation, which was inceſſantly made, in the whole Body of the State. *Egypt* was ſo fertile, and had ſo well

well perfected the Arts and Sciences, that there was a prodigious Concourſe from all Parts to theſe ſo frequent Aſſemblies, which were productive of immenſe Riches to all the Country.

In regard of the exterior Commerce of the Kingdom, it did not become flouriſhing all at once; and as it owed its Birth to the Wants of Strangers, rather than to thoſe of the *Egyptians* themſelves, it was only by Degrees that it went on improving, and in the End became ſo extremely great. *Egypt* was for a long Time ſhut up in itſelf, and ſo ſeparated from all other Nations, that Nature itſelf ſeemed to have concurred in keeping it hid from the reſt of the Earth, as at firſt it had no Communication with any of the other People of the World. Long and toilſome Deſerts encompaſs it on the *Eaſt* and *Weſt*, where its greateſt Extent is, dreadful and impaſſable Mountains bound it on the *South*, and ſhut up its Paſſages to *Nubia:* In fine, the *Mediterranean* Sea on the *North*, ſeemed to deny it any Commerce on that Side, whilſt Navigation was ſo little known, that it was for a long time in thoſe Ages retarded. *Egypt*, contented with its own Products, was then both unknown, and unprofitable to the reſt of the Univerſe; from which it drew no Advantage, until the *Greeks*, by riſking the croſſing to *Afric*, diſcovered in that Country, ſo long unknown, a Nation already poliſhed and a Friend to Trade, that in Time engaged deeply in it, and became famous for its Knowledge both in this, and other liberal Arts and Sciences; which the Magnificence and bon Gout of their Kings, went on perfecting, by inſpiring an Emulation in their Subjects to improve in all, by the Application of a ſuitable Reward, as an Encouragement to thoſe who exceeded in any of them; and it may be juſtly aſſerted, that they were there ſupported a much longer time, than among all the other Nations of the Earth: But after *Egypt* fell under the Dominion of the *Mahometans*, all went to Decay; the Fertility of this charming Country diminiſhed, as the Number of Inhabitants did, and theſe People were ſoon reduced to an extreme Miſery under their pitileſs Maſters, and from a Nation once ſo induſtrious, are now become the moſt unpoliſhed, ſince the Arts and Sciences were baniſhed.

The making of Fire-Arms is of all Arts the beſt maintained in *Egypt*; and notwithſtanding all others, and the Sciences are ſo fallen here, that it is hardly poſſible to diſcover any Traces of them, yet it always carries on a very conſiderable Trade with *Afric*, *Aſia*, and even to *India* and *Europe*, and it muſt be allowed, that no Situation was ever more favourable for Trade, than that of this delightful Country.

Cairo, the Capital of *Egypt*, is ſeated on the *Nile*, above the ſeven Mouths, by which this River diſcharges itſelf into the *Mediterranean*; *Alexandria* and *Roſetta*, diſtant from one another ten or twelve Leagues, and which are at two of the *Nile*'s Mouths, ſerve for Ports to this famous City, about ninety Leagues diſtant; and it is before the one or the other, that the *European* Ships anchor to diſcharge their Goods, of which the greateſt Part is deſigned for *Cairo* and where they attend to take in their Reloadings.

If all that has been ſaid upon the vaſt Extent of *Cairo*, to make it deſerve the Name of *Grand*, beyond all other Cities, is not an Effect of Exaggeration in the *Arabian* Hiſtorians, or that of the greateſt Part of the *European* Travellers, who are equally ſuſpected, certainly there is not a City in the World, that ever had, or has, a better Title to it; but not to enter into this Hiſtorical Diſcuſſion, there is no Room to doubt, that it has been, and ſtill is, a Place of great Trade, though Monſieur *Maillet*, *Sicard*, and other *French* Writers, will not allow it to be near ſo big, nor ſo populous as *Paris*.

The famous City of *Alexandria* is now reduced to three or four thouſand refuged Perſons, from the different Provinces of *Turkey*; *Roſetta* is all new built, of which the Foundation was not laid much above a hundred Years ago; and as the Canal which goes from the Nile to *Alexandria*, only now ſerves to carry the Water from that River to this City, and the Lake *Mareotis*, the Neceſſity of Houſing the Goods ſent from *Cairo* to *Alexandria*, and thoſe which go from thence to *Cairo*, has probably not a little contributed to the Aggrandiſement, or even to the Conſtruction of *Roſetta*. And it frequently happening that the Goods, which were without the Bar, waited an Opportunity to get over it to *Alexandria* for Months together; and on the other Side, as thoſe that came from this City, (after having ſurmounted the Difficulties of the ſaid Paſſage) could not be tranſported to *Cairo* in the ſame Veſſels, it became abſolutely neceſſary to build in this Part proper Places to put them under Cover, and to have Correſpondents and Factors ſettled there. The Trade here is ſo much augmented, more eſpecially ſince the Beginning of this Century, that this City is now one of the moſt powerful in *Egypt*, and carries on a conſiderable Trade in the Commodities that its Neighbourhood produces, with thoſe brought in from *Cairo*, and thoſe imported by the *Greeks* in their Saicks from the *Archipelago*.

The Merchandizes carried to, and extracted from thoſe Ports, being with a trifling Difference the ſame for *Cairo*, as for the two Cities that ſerve for its Store-

Store-houſes, I ſhall not treat of them ſeparately; but only remark, that the greateſt Traffick, either in Purchaſes or Sales, is tranſacted at *Cairo*, with which the Buſineſs of *Roſetta* and *Alexandria* is nothing in Compariſon.

The Goods exported from *Egypt* are, Benzoin, Bdellium, Gum-Arabick, Gum-Adracanth, Turbith, Myrrha Abiſſinica, Incenſe in Tears, Storax, Aloes Succotrina and Hepatica, Sugar in Powder and Loaves, and Sugar Candy, Sherbet in Caſks, different ſorts of Cinnamons from *Ceilon*, *Malabar*, *&c.* Caſſia, Cocos, Coriander, Coffee, Myrabolans, Chebula, Bellerica, and Citrina, Nutmegs, Nux Vomica, Cardamoms, Ben, Tamarinds, Colloquintida, Pepper, Mace, Flax of all ſorts, Senna, Spikenard, Baſtard Saffron, Cotton in Wool and Thread, Hermodactyls, yellow Wax, Ginger, Rhubarb, Elephants Teeth, Wool waſhed, and unwaſhed, Oſtrich and Heron's Feathers of different ſorts, Mummy, Sal Armoniac, Nitre, Roche Allum, Sea Lizards, Botargue, Mother of Pearl, blue Linens of ſeveral Species from ſeveral Places, painted Linens, Mogrebines, Muſlins and Cambreſines; *Egypt* alſo produces ſome Stuffs, and other Commodities of various Materials, as of Wool alone, Wool and Silk mixed, *&c.* Ribbons, Handkerchiefs, Carpets and Muſk; there are likewiſe exported from *Cairo* and *Alexandria*, a Quantity of Buffaloes, Ox and Cow Hides in the Hair, red and yellow Cordouans, Shagreen Skins, *&c.*

Egypt does not want the neceſſary Materials for making good Glaſs, but ſhe ſends them to *Venice*, from whence they return manufactured, though in ſmall Parcels, as the *Turks* never drink out of Veſſels of this Commodity. There are ſtill made in *Egypt* a large Quantity of Linens differing in Quality, and Stuffs with Silk and Cotton, Silk and Gold, and even Velvets, though but very few of them are perfectly good.

The Merchandize which *Europe* ſends to *Egypt* are, Agarick, white and yellow Arſenick, black Lead, Orpiment, Antimony, Sublimate, Quickſilver, Vitriol, Vermillion, Cinnabar, Lattin and Braſs Wire, Tin, *Venetian* Steel, Lead, Paper, Sattins, from *Florence*; Cloths of all ſorts, Caps, Cochineal, Coral from *Meſſina*, wrought and unwrought, red Tartar, Roche Allum, Dying Woods, and hard Ware, beſides which a vaſt Quanity of Glaſs Beads from *Venice* of all Colours, are ſold at *Cairo*, and afterwards tranſported to *India* and all *Africa*, where the Women deck themſelves with theſe Toys, as the *European* Ladies do with Diamonds and Pearls. There is alſo carried on at *Roſetta*, a very conſiderable Trade from *Conſtantinople* and *Satalia*, in white Slaves, brought from thoſe two Cities, and in black ones, remitted there in return from *Egypt*: All the Eunuchs in the *Grand Seignior*'s Seraglio, and in private ones, as well as almoſt all the other Negroes, that are in *Turkey*, both Men and Women, come from *Egypt*, where an Infinity of white young Perſons of both Sexes are brought in Exchange for them; the white Slaves are very dear, when they are well made, being worth at leaſt 40 to 45 *l.* Sterling, and ſome Girls have been ſold for more than ten times as much. The greateſt Part of the Trade at *Cairo* is tranſacted by the *Jews* and *Arabians*, who are here in great Numbers, and who with ſome *Turk* Merchants, carry on that of the *Red* Sea, from whence they draw the Majority of the aforementioned Merchandizes; and it is alſo the *Arabian* Brokers, who interfere in almoſt all the Negociations here.

This Commerce is carried on by *Suez*, a Town ſituated at the Bottom of the *Red* Sea on the *Egyptian* Coaſt, about forty Leagues from *Cairo*, and ſeparated by a Plain of firm Sand, very commodious for Carriages. It is from this ſmall Town, (whoſe Port is nevertheleſs far from a good one) that the *European* Goods, carried there by Caravans, are at firſt tranſported to *Gedda*, a League diſtant from *Mecca*, and afterwards to *Mocha*, a City in *Arabia*, at the Entrance of the Streights of *Babel-Mandel*, where the *Red* Sea communicates with the *Indian* Ocean: and it is alſo at *Suez* that all the Merchandizes arrive, which the *Turk* Merchants of *Cairo* import from the *Eaſt-Indies*, and of which the general Staple for *Egypt*, is at *Mocha*, where theſe Merchants have their Factors.

The Commerce of the *Red* Sea is carried on by means of the *Grand Seignior*'s Ships, and of ſome particular Princes, which Ships are without Decks, or Artillery, ſo that nothing would be more eaſy than their Capture; a Bark furniſhed with only four Guns, might make an immenſe Booty in this Sea; when they are hindered by contrary Winds from arriving at *Suez*, they traverſe the *Red* Sea, and go to Winter at *Coſſci*, a ſmall Place, and not much frequented, at five Days Journey diſtant from *Coptain*, a City in the *Thebaida*; whilſt theſe Veſſels are at an Anchor, they ſend from the *Upper Egypt* to take their Loading, and carry them Proviſions and Goods; the Road from *Coſſci* to the *Nile*, is two Days Journey further than that from *Suez* to *Cairo*. Nevertheleſs the Expence is not much more, becauſe the Camel's Hire coſts leſs in the *Upper* than in the *Lower Egypt*, and the remaining Carriage being by Water, is performed for very little.

4 I Beſides

Beſides what *Eaſtern* Merchandize the *Europeans* export from *Cairo* and *Alexandria*, the *Turkiſh* Merchants alſo tranſport a very great Quantity to *Conſtantinople*, and to other Cities of the Grand Seignior's Territories, on their Saicks, and in which they alſo load Rice, Flax, Sugar, and other Commodities of the *Egyptian* Growth; and the total of this Commerce does not import leſs than between 7 and 800000 *l.* Sterling *per annum*, and employs about an hundred, or an hundred and twenty Saicks in it.

The Trade of *Egypt* is alſo very great on the Part of *Aſia*, from whence Caravans laden with Riches are continually arriving at *Cairo*, and which are conveyed by that Branch of the *Nile*, which falls into the *Mediterranean* near *Damietta.* It is from *Arabia* and the Neighbourhood of *Mecca*, that the white Balm comes to *Cairo*, ſo much valued by the Eaſtern Ladies, for preſerving their Complexions, though there is but very little of it unadulterated. Almoſt all the Soap that is uſed in *Egypt* comes from *Paleſtine*, where it is made of a very good Quality, tho' that of *France* is better; the Conſumption of this Commodity is very great, becauſe the waſhing with Lyes is not practiſed here.

The different Countries of *Afric* do not contribute leſs than the reſt of the World to enrich the Trade of *Egypt*; there is no Year paſſes in which ſome Caravans do not arrive from *Tunis*, *Algiers*, *Tripoli*, and even the remoteſt Provinces of that Part of the Earth; ſo that that there is a continual coming in of Merchandize from all the Univerſe. Among theſe foreign Merchants who rendezvous at *Cairo* from all the inhabited Parts of *Afric*, there are, above all, two Sorts who ought not to be forgotten; of which the firſt are called *Croys*, living near the Iſle of *Pheaſants* on the Ocean, who come to *Fez* and *Morocco*, and from thence to *Cairo*, traverſing the immenſe Deſerts that lie in their Way. This Caravan which is ſeven or eight Months on its Journey touches alſo at *Tripoli* in *Barbary*, and brings Gold Duſt to *Cairo*, though they take Care not to ſell it as ſuch, for in ſo doing they imagine they commit a Sin, and therefore ſell it for Silver, with which they buy Copper and Cutlery Ware, which they carry back with a certain Specie of Shells, current in their Country for Money.

The ſecond Sort of Merchants I juſt now mentioned are black like the firſt, and are full as ſingular; they having a Method of carrying on Commerce ſo particular, that it is probable they are the only People in the World that practiſe it; in vain may any one offer them double the Value of their Goods, if he does not join the Elephant's Pizzle with it; that is to ſay, nothing but a good Drubbing will induce them to drive a Bargain, and therefore the Brokers of the Country, accuſtomed to the Manner and Expectations of this Gentry, do not fail to ſerve them according to their own Faſhion, and always begin liberally to diſpenſe their Blows, that may terminate the Difference the ſooner; after which Preliminary, theſe Negroes are the moſt contented People in the World, and there is nothing that may not be expected from their good Humour.

In fine, the *Nile* conveys to *Egypt* all that *Ethiopia* encloſes moſt ſerviceable and precious; though it is not the *Ethiopians* themſelves who carry on this Commerce, as theſe People very ſeldom trade at any Diſtance from their own Country; but they ſell their Merchandiſe to the Natives of *Nubia*, called *Barbarians*, who traverſing the frightful Mountains which ſeparate them from *Egypt*, bring thoſe precious Effects there. Every Year a Caravan ſets out from *Sannar* for this Journey, and though it is only compoſed of Merchants ragged and almoſt naked, who frequently want all Sorts of Conveniencies in the toilſome dangerous Roads they have to go; it is impoſſible to conceive what Riches they are Bearers of. From ſeveral Parts of *Africa* there is brought to *Egypt* Gold Duſt, Elephants Teeth, Ebony, Muſk, Civet, Ambergreaſe, Oſtrich Feathers, diverſe Gums, and an Infinitude of other Merchandize, though this Traffick is not a little encreaſed by the Remiſſes of two or three thouſand Blacks ſent here to be ſold, from all which it is eaſy to conceive what prodigious Sums theſe Caravans muſt return with, either in Specie or Goods.

It muſt naturally be concluded, that a Commerce ſo conſiderable cannot but bring immenſe Sums with it, and make *Egypt* one of the richeſt Parts in the World. It is true, this Country produces neither Gold, Silver, nor precious Stones, yet it is probable, that there is not a Spot upon Earth, where theſe Productions of Nature are leſs rare, or more common; the Flax, of which a prodigious Quantity of Linens are made, and from thence ſpread into all Parts of the World; the Cotton gathered in Abundance, and a great ſhare of it worked up; the Wheat, Rice, Pulſe, Sugar, Coffee, Sherbet, Hides, *Morocco* Leather, all ſorts of Drugs and Spices; that ſort of Earth called *Hanna*, ſo much eſteemed, and of which there is ſo great a Demand in all the *Levant*, where it ſerves both Men and Women to paint their Feet and Hands, draws immenſe Sums from *Europe*, *Aſia*, and *Afric*; there is not a Year that 4 or 500,000 Dollars is not carried there from *France* and *Italy* only. From *Afric* there is annually imported

ported 1000 to 1200 Quintals of Gold Duſt; and from *Conſtantinople* and *Aſia*, there comes more than a Million of Dollars, for the Purchaſe of Rice, Coffee, Linens, *&c.* it is true, that what the Baſhaw pays yearly to the *Grand Seignor*; what he ſends to the Miniſters of the Porte, to obtain a Continuance in his Poſt; what he and his Dependants carry off, on his quitting the Government; that which the *Agas* levy, whom the *Sultans* ſend from time to time into this Country; what goes to *Damaſcus*, and all that which paſſes to *Mecca*, may amount to many Millions; however it is certain, that there remains near as much; and if the Natives, or even the *Turks*, who are under continual Apprehenſions of being ſtripped, had not the Madneſs to bury their Money, by which means it not only becomes uſeleſs to Trade, bu· is ſo often abſolutely loſt, it is certain that few Kingdoms in the World would be richer than *Egypt*.

Of the Trade of the Archipelago.

BY the Word *Archipelago* is to be underſtood a Cluſter of ſmall Iſlands; of which there are many in different Seas, but that I am now going to treat of is moſt neceſſary for the *European* Merchants to know, being as one may ſay at their Doors.

This *Archipelago* (being the only one that I believe was known to the Ancients) lies in the *Egean* Sea; and the principal Iſlands are, *Argentiere*, *Milo*, *Siphanto*, *Serpho*, *Antiparos*, *Paros*, *Naxia*, *Stenoſa*, *Nicouria*, *Amorgos*, *Caloyero*, *Cheiro*, *Skinoſa*, *Raclia*, *Nio*, *Sikino*, *Policandro*, *Santorin*, *Nanſio*, *Mycone*, *Delos*, *Syra*, *Thermia*, *Zia*, *Macroniſi*, *Joura*, *Andros*, *Tinos*, *Scio*, *Metelen*, *Tenedos*, *Nicaria*, *Samos*, *Patmos*, *Fourni*, and *Skyros*, which produce Oil and Olives, Wine, Corn, a ſort of Lichen for dying Red, ſome ordinary, and ſome good Silk, Cotton, Figs, Maſts and Planks, Salt (at *Milo)* in vaſt Plenty, and very cheap, Brimſtone, great Quantities of Milſtones (at *Milo)* Flax, Cheeſe, Oxen, Sheep, Mules, Emmery, Laudanum, Wool, Goat's Hair, Marble, Cotton Cloth, a ſmall Quanity of Pitch, Vallonea, Honey, Wax, Scamony, ſeveral ſorts of Earth, Capers, *&c.* which the Natives ſell to the ſeveral *Europeans*, who go here to purchaſe them.

Candia is a large Iſland ſituated at the Entrance of the aforementioned *Archipelago*, formerly known under the Name of *Crete*, it carries on a conſiderable Trade, and all the Chriſtian Nations, who traffick to the *Levant*, have Conſuls ſettled here. The chief Towns of the Iſle are, *Canea*, *Retimo*, *Candia*, and *Girapetra*; the Neighbourhood of the principal Place, as well indeed as all the reſt of the Iſland, is covered with almoſt an infinite number of Olive Trees, yielding very good Oil, which is the pricipal Product of it, and in ſuch Quantities, that in a common Year are gathered at leaſt three hundred thouſand Meaſures, of eight *Ocques* and a half, and the *Ocques* of three Pounds two Ounces; here are likewiſe purchaſed, Wine, Gum Adraganth, Laudanum, Wool, Silk, Honey, Wax, Cheeſe, Cotton and Wheat.

Salonica (the ancient *Theſſalonica*) is a Sea Port ſeated at the Bottom of the Gulph, bearing the ſame Name in the *Archipelago*. All the *European* Nations trade here, but the greateſt Commerce is from *Italy*. This Place is very fertile in Corn, and I have ſeen ſome very good Wheat from hence, thought not quite ſo clean as it ſhould be. The other Merchandiſe of *Salonica*, are Tobacco (of which whole Ship Loads are exported at a Time) Hides, Cotton in Wool, (better than that of *Smyrna*) yellow Wax brought here in large Quantities from *Turkiſh Valachia*, unwaſh'd Wool, and ſome coarſe Woollen Stuffs, for the cloathing of the poor People and Soldiers.

The Goods carried there are Indigo, Cochineal, Ginger, Pepper, Cinnamon, Mace, Nutmegs, Dying Woods, Sugar, Lead, Pewter, block and ſingle Tin, Cloths from *England*, *France* and *Holland*, Paper, Almonds, Verdigreaſe, and ſometimes Coffee from the Iſles.

Of the Commerce with the Coaſt of Barbary.

WHAT is called *Barbary*, is that vaſt Maritime Part of *Africa*, which extends for more than ſix hundred Leagues, from *Egypt* to the Streights of *Gibraltar*, and a little beyond them into the *Atlantick* Ocean. The principal Kingdoms or Republicks, which divide the Coaſts of *Barbary*, are *Tripoly*, *Tunis*, *Algiers*, *Morocco* and *Fez*; the Government of theſe two laſt are entirely monarchial, and ſubject to the ſame Prince; that of *Tripoly* is Republican, and thoſe of *Tunis* and *Algiers*, a Mixture of both. All theſe States have a Number of Ports in the *Mediterranean*, and the Kingdoms of *Morocco* and *Fez*, have alſo ſome on the Ocean, which are equally ſerviceable for the Chriſtian Trade, and for a Retreat to their own Cruizers.

The moſt conſiderable of theſe Ports, and where the greateſt Trade is tranſacted, and Conſuls of different Nations reſide, are *Tripoly* and *Gouletta* (which is that to *Tunis)* *Algiers* and *Sallee*, in which laſt the chiefeſt Trade of *Fez* and *Morocco* is carried on, although a good deal is done at *Tetuan*, and ſome at

Arzilla, *Alcaſſar*, *Azamor*, *Saphia* and *Santa Cruz.* The Kingdom of *Algiers* has, beſides its Capital, *Tremecen*, *Conſtantine*, *Bona*, *Bugia*, *Gigery*, *La Calla*, Cape *Roſa Collo*, and that called the *Baſtion* of *France*, near the Gulph of *Storacourcouri.*

And beſides the *Gouletta*, *Tunis* has *Bizerta* and *Port Farina*, tho' the *Tripolines* have only the Port of their City, with ſome few Places on the Coaſt, where none, or hardly any Trade is carried on.

The *European* Merchants have Warehouſes only in the principal Cities, and rarely land in any others, on Account of the Impoſitions commonly practiſed there, trading among theſe People (as the Saying is) Pike in Hand, being always on their Guard, or otherwiſe they are ſurely abuſed or cheated.

I have already mentioned (*p.* 531.) the Exports from *Barbary*, as well as the Goods they take off, and have little to add thereto, except ſomething concerning the Trade of *Morocco*, which differs in ſeveral reſpects from the others.

Sallee, as above obſerved, is the Port in the Kingdoms of *Fez* and *Morocco*, of the greateſt Commerce; the Entrance of the River *Guerou*, on which it is built, has a Bar of Sand, that changes according to the Winds that blow, which is of vaſt Inconvenience to the trading Veſſels, though ſerves as a Reſource to the *Saletines* when purſued by the *Malteſe*, or other Chriſtians, and are more in Safety here, than in any other Port of *Barbary*.

The *European* Merchandizes are unloaded immediately on Arrival, into the Chriſtian Merchants Warehouſes there, and afterwards ſold Wholeſale to the *Moors* or *Jews*, who ſend them to their Correſpondents at *Morocco*, *Fez*, *Mequinez*, *Tarudant*, and *Illoe*. The greateſt Part of the Merchandize imported is conſumed in theſe five Cities, particularly at *Mequinez*, twelve Leagues from *Fez*, and has the largeſt Magazines of Corn, Hides, and Wax, which are the chief Commodities of the Growth of *Morocco*, and the States dependant on it. And what Goods remain undiſpoſed of, in the ſaid five Places, are ſent to the Provines of *Sara*, *Dras*, and *Touet*, in the Kingdom of *Tafilet*, where the *Arabians* take them in Truck for Gold Duſt, Indigo, Oſtrich Feathers, Dates, and ſometimes a few Elephants Teeth; of which laſt, Gold, or the Feathers, none are produced in the Territories ſubject to the King of *Morocco*, although the Chriſtians yearly extract from them a great Quantity of that rich Duſt and Plumes. The Gold and Ivory is brought by the *Arabian* Troops, who go to procure them as far as the Kingdom of *Sedan* and *Gago*, which are Part of *Guinea*, and are above four hundred Leagues from *Morocco*. The Oſtrich Feathers come from *Sara*, (or *Dara*) a Country to the *South* of *Morocco*, towards the Sea of *Sand*, where the *Moors* and *Arabians* kill them in great Numbers, and ſometimes take them alive, and bring them to *Morocco*, which has led many Authors and Geographers into the Error of ſuppoſing them Natives of this Empire.

The *Benizequers*, a People of *Afric* in the Province of *Habat* in the Kingdom of *Fez*, have among them a number of Weavers and Curriers, who carry on a great Trade in Linen and Hides; and the other Commodities in which they deal, are Honey, Wax and Cattle.

Santa Cruz, in the Kingdom of *Morocco*, on the Confines of that of *Sus*, near to Mount *Atlas*, is a ſmall Town, though it at preſent carries on a pretty good Trade, more eſpecially to *Marſeilles*, where Imports and Exports are ſuch as are beforementioned.

Algiers, Mr. *Savary* ſays, contains above three thouſand foreign Families, which Trade had drawn there, though he ſuppoſes it principally ariſes from the Sale of the Prize Goods, continually bringing in by their Privateers. The Country produces plenty of Corn, beſides the other Commodities peculiar to *Barbary*, and their Imports conſiſt of Gold and Silver Stuffs, Damaſks, Draperies, Spices, Pewter, Iron, hammered Copper, Lead, Quickſilver, ſmall Cordage, Bullets, Linens, Sailcloth, Cochineal, Tartar, Allum, Rice, Sugar, Soap, Galls from *Aleppo* to *Smyrna*, Cotton in Wool, and Thread, Copperas, Alloes, Woods for Dying, Cummin, Vermillion, Arſenic, Gum Lack, Anniſeeds from *Malta*, Brimſtone, Opium, Maſtick, Sarſaparilla, Incenſe, Spike, Honey, Wool, Paper, Glaſs, Beads aſſorted, *&c.* a ſmall Quantity of theſe Merchandiſe however ſell here, although the Natives are always wanting them, as Duties muſt be ſatisfied, Recoveries difficult, a Retreat of the Property uncertain, and Impoſition very frequent. Thoſe therefore who need any of theſe Goods, wait till the laſt Extremity, in hopes of ſome Prize being brought in.

Couca, is a ſmall Kingdom, ſubject to that of *Algiers*; its principal Trade conſiſts in Corn, Olives, Oil, Figs, Raiſins, Honey and Wax; here are alſo ſome Iron, Allum, Sheep and Goats for Exportation.

The *Baſtion of France*, is a ſmall Fortification built at the Extremity of the Kingdom of *Algiers*, on the Side where its Frontiers join with thoſe of *Tunis*. The *French*, to whom it belongs, and from whom it received its Name, have been in Poſſeſſion of it ever ſince 1561, when *Solyman* II. made them the Conceſſion, after a previous Agreement with the Divan of

of *Algiers*, and the petty Princes of the Country, for which they pay 39500 *French* Livres yearly.

La Caſſa, is the true Port to the *Baſtion*, and beſides theſe, the *French* have Cape *Roſa*, *Bonna*, and *Collo* in their Grant, from all which Places, they annually export about fifty thouſand Meaſures of Wheat, eleven or twelve thouſand of Barley, five or ſix thouſand of Beans, and ſome other Pulſe, above eighty thouſand Skins, a little Suet, about five hundred Quintals of Wax, and much the ſame Quantity of Wool. It is likewiſe here, that the *French* have their Coral Fiſhery, of which they take from five to ſix hundred Quintals yearly; and all theſe Commodities are ſent to *Marſeilles*, except the Pulſe and Grain, which the *Italian* Markets take off, and more eſpecially *Genoa*.

The *Baſtion* has been for ſome Years paſt united to the *French African* Company (or the Cape *Negro* Company) whoſe Exports from the Place of their Denomination, are like thoſe from the *Baſtion*, *viz.* Corn, Hides, Wool and Wax, of which in a good Year their Extracts are conſiderable.

Between theſe two Places of the *Baſtion* and Cape *Negro*, (ſubject to *Tunis*) is the Iſle of *Tabarque*, Dependant on *Sardinia*, but has for a long time appertained to Meſſrs. *Lommelini* of *Genoa*, in Property, who pay a ſort of Tribute to *Algiers* and *Tunis*, to preſerve the Inhabitants in the free Enjoyment of the Coral Fiſhery, and do the ſame to the King of *Sardinia*, though their Iſland is well fortified, and free from Inſults. It likewiſe carries on a tolerable good Trade on its Coaſts in Corn, Hides and Wax.

Of the Trade of Africk.

THIS is one of the four Parts of the World, bounded by the *Ocean*, *Mediterranean*, and the *Red* Sea, which makes a Peninſula of it; and a great Iſthmus, between *Suez* at the Extremity of the *Red* Sea, and *Damietta* on the *Mediterranean*, joins it to *Aſia*. This Situation gives it a vaſt Extent of Coaſt, on which only the *Europeans* have any Traffick, the Inland of their Continent being very little known, either from the Nature of the Country, the inſupportable Heats that generally reign here, or on Account of the Inhabitants Ferocity, of which the major Part are Savages.

And as a Connection of Matters, which could not conveniently be ſeparated in treating of the *Mediterranean* Trade, led me to deſcribe that of *Cairo*, *Alexandria*, *Roſetta*, and all the Coaſt of *Barbary*, that make a conſiderable Part of *Afric*, I ſhall have no Occaſion to repeat any thing concerning them here; but under this new Title proceed to give a general Idea of all the Places, where any Commerce is tranſacted on the other Coaſts of *Africk*, and of the Eſtabliſhments that the different Nations of *Europe* have there.

In regard to the Trade of the *Red* Sea, as it in ſome ſort appertains more to *Aſia* than *Africa*, I ſhall omit ſpeaking of it, till I come to treat of the *Aſiatic* Commerce, and at preſent confine myſelf to the *African* only.

Very little or no Trade has been carried on, nor any of the *Europeans* had any Settlement on the ſaid Coaſt, from the Kingdoms of *Morrocco* and *Sus*, to the Neighbourhood of Cape *Verd*; near which Cape, and in the Space between the River of *Senegal* (which is one of the Branches of the *Nigre)* and that of *Sierra Liona*, the *French* and *Portugueſe* have ſome Factories; as the *Engliſh* and *Dutch* formerly had, but the one abandoned them, and the other yielded them to *France*.

The Coaſt of *Sierra Liona*, is viſited by all the four Nations, though ſolely the *Engliſh* and *Portugueſe* have any Eſtabliſhment here; and it is the firſt only who reſide near Cape *Miſerado*, between the Coaſts of *Sierra Liona*, and thoſe of *Malagueta*, where they have about ten or twelve Houſes in all.

The *French* carry on ſome Trade on the Coaſt of *Malagueta* (otherwiſe named *Greves*) though without any Reſidence; and on the Ivory Coaſt (which joins to this laſt mentioned) all the Nations of *Europe*, that are engaged in the *African* Trade, tranſact a great deal here in Elephants Teeth; though ſome of them, having no Settlements, are obliged to negociate with the greateſt Caution, very rarely putting foot aſhore, for fear of the Natives, who are Cannibals, fierce and untameable.

The Gold Coaſt which is the next, is the moſt frequented of any in *Africk* by the *Europeans*; and to preſerve the Trade of the rich Metal, from which it is denominated, there is hardly any of them who have not Habitations here, and ſome of them poſſeſs even Towns, and conſiderable Fortifications.

Ardres is a ſmall Maritime Kingdom joining to the Gold Coaſt, though affords very little for Trade, but Slaves: And *Benin* follows, making a Part of the Coaſt of the Gulph of *St. Thomas*. The Iſle of the ſame Name under the Line, has belonged to the *Portugueſe*, ever ſince they drove the *Dutch* out, who had before taken it from them, whilſt united with the Crown of *Spain*. The former alſo have ſome Settlements at ſeveral Places in the Gulph, and particularly at thoſe which are in the Neighbourhood of the Kingdom of *Congo*.

It

It is from this Kingdom and that of *Angola*, that the beſt Part of the Negroes tranſported to *America* are extracted, and where each Nation goes to ſeek the Number they want. The *Portugueſe* are in a manner Maſters of theſe two Kingdoms, where they are both feared and loved by the Natives; however, their Authority does not extend to hinder the *Engliſh*, *French*, *Dutch*, &c. from carrying on the Slave Trade with Eaſe and Advantage.

The *Cafraria*, or Country of the *Cafres*, begins almoſt where the Coaſt of *Angola* ends, and continues to the *Rio de Spirito Santo*, where that of *Sofala* commences. The *Europeans* have no Traffick in all this vaſt Extent of Coaſt, though it is almoſt the moſt celebrated of all the *African* ones, on Account of the Cape of *Good Hope*, which is ſituated about the middle of it.

The *Dutch* have a Settlement at the Cape, though not ſo conſiderable for any great Advantage ariſing to them from their Trade with the Natives, as from its ſerving for a Rendezvous and Place of Refreſhment to their *Indian* Fleets both going and coming.

After the *Cafrean* Coaſt, comes that (as I obſerved before) of *Sofala*, where none but the *Portugueſe* are ſettled, as they alſo are at *Mozambique*, which joins next, and which has before it the great Iſle of *Madagaſcar*.

In fine, it is alſo the *Portugueſe* alone, who carry on the whole Trade of *Melinda*, though it is the laſt Place they engroſs to Cape *Guaydafur*, which being doubled, gives an Entrance into the *Red* Sea. The Coaſt of *Ajan* (or Deſart Coaſt) which extends from the Kingdom of *Melinda* to the ſaid Cape, produces nothing fit for Trade, having beſides hardly any Inhabitants to carry it on.

I have not mentioned any of the Iſles on the *African* Coaſts, except thoſe of *St. Thomas* and *Madagaſcar*; but in the ſubſequent Part of the Work, none ſhall be neglected that contributes any thing to Trade; and at preſent I ſhall enter into a Detail of that wherein the *Europeans* are concerned on all the ſaid Coaſts, beginning it at Cape *Verd*.

Of the Trade of the African *Coaſt from Cape* Verd *to Cape* Sierra Liona.

CAPE *Verd*, ſo named from the Ever-green Trees that cover it, is ſituated between the Rivers of *Senegal* and *Gambia*, which are two of the chief Mouths of the *Niger*, a River ſimilar to the *Nile*, with which (as one may ſay) it divides all *Africk*; this traverſing the half, before it falls into the *Ocean*, as the *Nile* does the other half, in its Progreſs to the *Mediterranean*.

The Trade practiſed in going up theſe two Rivers, either on the Coaſts of *Senegal*, or on thoſe which extend from *Gambia* to the Cape of *Sierra Liona*, conſiſts in Gold Duſt, Ivory, Wax, Hides, Gums, Oſtrich and Heron's Feathers, Muſk, Rice, Millet, Indigo, Cotton Coverings for Negroes, and theſe Slaves themſelves.

The *Portugueſe* have had great Settlements on all theſe Coaſts, but at preſent their Habitations are ſomething more inland, eſpecially going up the River of *St. Domingo* (which is about thirty Leagues from that of *Gambia)* where their Reſidence is at *Cacheo*, the Place where the *African* Company of *Liſbon* have their Magazines, for depoſiting the *European* Merchandiſes, and thoſe they collect of the Country's Produce, brought down the ſaid River (which is navigable for above two hundred Leagues) bring annually about 100,000 lb. of Wax, 50,000 of Ivory, and 800 to 1000 *Negroes*, which they ſend to the Iſlands of *St. James* and the *Brazils*, beſides thoſe they ſell to the *Engliſh* and *Dutch*, who come here yearly to ſeek them.

The *Portugueſe* here carry their Commerce on in Barks of about forty Tons Burthen, with which they trade up the Rivers *Cazuma*, *Pongues*, *Nonnes*, and even to that of *Sierra Liona*; the firſt furniſhing them with their greateſt Quantity of Wax; *Pongues* and *Nonnes* with Indigo, and *Sierra Liona* with Fruit, which they call *Coffe*, with which they drive a great Trade; and from all theſe Places they alſo get a Quantity of Ivory and Slaves, which they truck againſt the aforementioned *Negroes* Cloathing, Brandy, Iron, Pewter, &c.

The *Engliſh* had formerly many Habitations, and ſome Forts on the River *Gambia:* That called *St. James*, belonging to their *South Sea* Company, ſituated a little higher than its Mouth, was taken and deſtroyed by the *French* in 1695.

The River *Gambia* has two Openings, the one to the North, and the other to the South; in which latter (being moſt uſed) Ships of three or four hundred Tons may enter, but cannot go up it above ſix or ſeven Leagues; though Veſſels of a hundred and fifty Tons, may go up as many Leagues to *Majugard*; and the *Engliſh* with lighter Barks, have often proceeded yet a hundred and fifty Leagues higher, from whence they have brought back a Quantity of Slaves, Gold and Ivory, in time of Peace to *Majugard*, where they had a Magazine, and their Fort with

with their principal Habitation was in an Iſle of the River about ſeven Leagues from its Mouth.

Cantory, is a Kingdom of *Africk* in *Negro* Land, on whoſe Coaſts the *French* have a tolerable good Trade, and a Fort for its Security and Protection. The Principal Traffick is in Skins and Hides, for which Duties are paid at *Bey-bouta*.

Calbaria, a Province in *Africk*, where the *Dutch* have a conſiderable Trade, chiefly carried on at the Town of that Name, their Fort being there, and their Traffick in Slaves a good one, though the greateſt Part of the Natives on this Coaſt are Man-Eaters. The Exchange for Slaves is unpoliſhed Copper, or ſmall Bars of hammered Braſs, each weighing a Pound and Quarter, and about two Feet and a half long, of which fourteen or fifteen are commonly given for Slaves of both Sexes, and different Ages, one with another; of theſe the Natives make a ſort of Lattin Wire, which they employ in Collars and Bracelets to adorn themſelves, and in caſe any of theſe latter are carried ready made from *Europe*, they uſe them there as Money.

SENEGAL.

THE *French* Company of *Senegal*, united to that of the Weſt in 1718, and after the Year 1719 ſwallowed up in the great *India* one, have two principal Eſtabliſhments on this Coaſt, the one at the Iſle of *Goree*, and the other in the Iſle of *St. Lewis*, at the Mouth of *Senegal* River. The *Dutch* were the firſt who occupied the Iſland of *Goree*, and built there the Forts of *St. Francis* and *St. Michael*, though under their firſt Maſters they had other Names. The *French* ſeized it in 1678; in 1692 the *Engliſh* took it from theſe laſt, who the ſucceeding Year again repoſſeſſed it; and the *Senegal* Company have occupied it ever ſince, and from hence carried on a Part of their Trade, of which, however, the greateſt Share always continues to be tranſacted on the Coaſt of *St. Lewis* Iſle, and that of the River *Senegal*.

All that this Company can negociate, in the whole of theſe Settlements (*Senegal* included) may amount in a common Year to ſix thouſand Bull and Ox Hides, forty or fifty Quintals of Gum Arabick, a hundred and fifty to an hundred and ſixty Quintals of yellow Wax, ſeven or eight thouſand Pounds of Elephants Teeth, two thouſand Cotton *Negro* Veſtments, twenty-five or thirty Marcs of Gold, and fifteen thouſand Slaves. It alſo extracts ſome Oſtrich and Herons Feathers, Ambergris, Civet, a Quantity of coarſe Cotton Cloth, blue and white ſtriped, which are reſold on the Gold Coaſt. The chief Traffick of the Gum is with the *Moors*, who bring it on Horſes to a Place called, *Terrier Rouge*, at fifty Leagues from the Coaſt, going by the River of *Senegal*; of which the Sales begin in the Month of *April*, and laſt about ſix Weeks.

Higher up on the Coaſt is found the Kingdom of the *Jalofes* and that of the *Ceratique*, and it is to this laſt, that the Cuſtoms are paid, for the Liberty to navigate and trade in the River of *Senegal*.

The *Engliſh* and *Dutch* have very conſiderable Dealings with theſe *Jalofes*, and the Places of their principal Tranſactions are *Camino*, *Jameſil*, and *Geroep*. The Months of *March* and *April*, with thoſe of *November* and *December*, are the moſt convenient ones for this Commerce.

The Merchandiſes proper for *Senegal* and *Gambia*, are in part the ſame, and part different. Thoſe for the River of *Gambia*, particularly for the *Jalofes*, with which the *Dutch* commonly load their Veſſels for this Traffick, are Bars of Iron, (twenty-eight or thirty to weigh about ten Quintals) Brandy, Beer, Copper Baſons of different Weight, Copper Plates of about a Pound, Yarn, coarſe narrow blue Serges, four threaded Cloths, red, yellow and blue Ratines, red, yellow and white combed Wool, white, blue, red and yellow, Glaſs Beads of various ſorts, rough Coral, Sabres, Copper Trumpets, red Caps, round Padlocks, Rock Cryſtal, Sailors Knives, coarſe Shirts, and fine ones with Lace at the Boſoms and Wriſts, Suits of Cloaths from *Harlem*, *Sileſia* Linens, and others both of Hemp and Flax, fine Cotton Linen, fine and common Paper, Earthen Pots white and blue, Blankets of *Leyden*, *Iriſh* Mantles, *Morocco* Leather Shoes, Hats, brown Fuſtians, coarſe white Thread, Glaſs Bottles, with Pewter Stoppers, and all ſorts of Needles.

The Loadings of the *French* Ships for *Senegal*, are in Part compoſed of the aforeſaid Goods, and beſides them, of black Cotton Linens, calendered Linens of *Rouen*; Kettles from four to ten Pounds weight. Some few Trinkets of Silver, yellow Amber, Pewter, little Looking-Glaſſes with painted Frames, ſome Coin, large red Coral, Taffetys, crimſon, cherry Colour, yellow and blue, though but few of them, a few Cloves, Sambouc Wood, and the Iris of *Florence*, for Preſents to the *Negro* Kings, as alſo a few Ells of Scarlet Cloth for the ſame Purpoſe.

Arms, ſuch as Muſquets, Muſquetoons, Fowling-Pieces, Piſtols, double barrelled Guns, Gunpowder, leaden Balls, Shot, and Flints, are equally proper for *Gambia* and *Senegal*; but one of the beſt Merchandizes

dizes, and of which the Sales are the moſt conſiderable, are the *Maldivean* Shells, called *Cauris* in *India*, and *Bouges* on the Coaſt of *Africk*.

All theſe Merchandizes, and ſome others which will be hereafter mentioned, are equally proper for the Trade of all the other *African* Coaſts, excepting the abovementioned Shells, which are only current from Cape *Blanco*, to and including *Juda* (or *Xavier*) on this Side the River *Ardes*. But *Angola*, where the greateſt Purchaſe of *Negroes* for *America* is made, does not admit theſe Shells in Trade. It is true, that the Inhabitants of *Congo*, do alſo make uſe of Shells, by them called *Zimbi*, or *Zinibi*, but theſe are carried them only by the *Portugueſe*, who are in a manner Maſters of all this great Kingdom.

The Commerce of the African *Coaſts, from the Cape of* Sierra Liona, *to the River of* Ardres.

IT is from the River of *Sierra Liona*, that the Coaſts of *Malaguete*, (or *Malaguette*) begins, ſo called from a ſort of Pepper, that makes the principal Trade of the *Blacks* of this Part of *Africk*; the *Engliſh* and *Portugueſe* ſhare this Traffick; the firſt having a Factory conveniently eſtabliſhed in one of the Iſlands, and the other within Land.

The Merchandizes this Country affords them, are Rice, Elephants Teeth, (the beſt on all the Coaſts) Civet, and a little Ambergreaſe. The Capes of *Monte*, and *Miſerado*, would likewiſe be good Places for the Ivory Trade, could the Inhabitants be made tractable, as the River *Junco* (or *del Punto*) would, did not the Sea break in ſuch a Manner, as to render anchoring there very dangerous.

The *Ivory* Coaſt joins to the preceding, and produces only thoſe Teeth and a little Gold for Trade. Iron Rings and ſmall Bells are what moſt pleaſe theſe Barbarians from *Europe*; and the Places of the greateſt Trade on this Coaſt, are the *Grand Drouin*, ſituated in an Iſle formed by a ſmall River, *Growa*, *Tabou*, *Little Tabou*, *Tao*, *Rio Freſco*, *St. Andrew*, *Giron*, *Little Drouin*, *Bortrou*, Cape *la Hou*, *James la Hou*, *Wallochk*, and *Gammo*.

The *Gold* Coaſt begins at the River *Sueiro da Coſtas*, and is about a hundred and thirty Leagues long Eaſt and Weſt. This Coaſt is above all others of *Africk* the moſt frequented by the *Europeans*, and where the *Engliſh*, *Dutch* and *Danes* have very conſiderable Settlements: The great Quantity of Gold found, and ſold on this Coaſt, has given it its Name, and its chief Market Places are, *Atchim* or *Axime*, *Acara*, called alſo *Taſon*, *Acanni*, *Acherva*, and *Fetu*. That of *Axime* is the beſt, and of the Standard of twenty-two to twenty-three Carats

Abaſſon is the firſt Kingdom on this Coaſt Weſtward, which extends only about ſix or ſeven Leagues along Shore, though its Bigneſs within Land is unknown; on ſailing Eaſtward, the Villages and little States of *Albiani* and *Tabo* are met with; the firſt ſix Leagues from *Iſſini*, and the other ten. The Ships that trade along the Coaſt, come to an Anchor before theſe Villages, and hoiſt their Colours, on which the *Negroes* immediately come off, and on finding them Friends, go aboard, where they are commonly regaled with a Glaſs or two of Brandy, and an Enquiry is made from them, whether any Ships have been lately on the Coaſt, and what Goods they have got to diſpoſe of.

The Kingdom of *Guiomere*, is the neareſt to Cape *Apollina*, and though its Sea Coaſt be very contracted, it is pretty conſiderable within Land, and drives a great Trade, either from Gold Mines it has itſelf, or with what it collects by its Commerce, with thoſe that poſſeſs them, as this Metal is very common here; and the Traffick in Ivory and Slaves is not a little. At eight Leagues to the Eaſt of Cape *St. Apollina*, is the Village which the *Negroes* call *Akzem*, the *French Axime*, and the *Dutch Atchim*, of which theſe laſt have been for above a hundred Years Maſters.

After *Axime*, is Cape *des Trois Pointes*, called ſo from three Mountains which compoſe it. The Subjects of the King of *Pruſſia* were ſettled here, and had a Fort, which they abandoned in 1720, and delivered up to the *Negro* King, Maſter of the Country, who acquainted the *French* therewith, and ſollicited their coming to ſettle there, with Offers of an excluſive Trade; but they neglecting to improve the Opportunity, the *Dutch* took it in 1725, and continue to enjoy it, and is one of the moſt conſiderable Places on the Coaſt; the Anchorage is good, the Landing eaſy, without any Bar; and the Country is healthy, abundant, fertile, and well cultivated. Beſides the Gold Trade, which is very conſiderable, here is a great deal of Ivory, and many Slaves. The *Dutch* have another Fort called *Botrou*, about two Leagues to the Eaſtward of the Cape, and another at ſix Leagues to the Eaſt of *Botrou*, named *Witſen*, pretty near to *Tacoravi*.

Sama, or *Chama*, is one of the chiefeſt Places on the Gold Coaſt, being near four Leagues Eaſt of *Tacoravi*; it contains about two hundred Houſes, and the *Portugueſe* had here formerly a Factory, and a Redoubt; but the *Dutch* ſeized both the one and the

the other, and carry on a conſiderable Trade here, it being the Rendezvous of all the neighbouring Negroes.

The Kingdom of *Gnaffo*, or *Commendo*, begins four Leagues to the Eaſt of *Sama*. This with *Feſu* (or *Fetu*) and *Sabou*, made formerly but one Kingdom, and was then powerful and rich, but ſince its Diviſion, is greatly diminiſhed. The *Negroes* call *Commendo Ajata*, and the *Portugueſe*, *Aldea de Torres*, though it is yet known under the Name of *Little Commendo*, to diſtinguiſh it from *Gnaffo*, is further in Land, and denominated *Great Commendo*. All this Country is extremely fertile, and abounding in every Thing neceſſary for Life. At *Little Commendo*, is a celebrated Market kept daily, the beſt furniſhed of any one in *Guinea*, and it may be in all *Africk*.

Although the Gold Trade is not ſo conſiderable here, as at the Places beforementioned, and at the Mine, &c. which I ſhall hereafter ſpeak of; yet the *French* have notwithſtanding made a Settlement, that is of infinite Service to them, for furniſhing their Ships with Refreſhments in their Voyages to the Eaſt, and in their Return to *France*.

The *Caſtle of the Mine*, known by the Name of *St. George de la Mino*, is the principal Factory, and the beſt Fortreſs which the *Dutch* have on the Gold Coaſt, being the Reſidence of their Director, and general Commandant, and the Centre of their Commerce, on which all their other Settlements depend. The Soil is infertile, and therefore the Miners are obliged to the *Blacks* of *Commendo*, *Fetu*, and Cape *Corſe*, for their Proviſions, which laſt Place lies about three or four Leagues from the *Mine*, and has for ſome Years paſt been the chief Settlement of the *Engliſh* in theſe Parts; it is the Reſidence of the Director General of the *London* Company, who has the Authority over all the Settlement which this Nation has in *Guinea*; and the Fortifications are here ſo ſtrong, as to have reſiſted the *Dutch* Fleet, under the Command of Admiral *Ruyter*. The Village occupied by the Negroes is the moſt conſiderable of the Kingdom of *Fetu*; it is compoſed of more than two hundred Houſes, and has a diurnal Market, where every thing may be had for Money that a Perſon can wiſh for.

By the Agreement which the *Engliſh* and *Danes* made on their joint Capture of this Place from the *Dutch*, it was ſtipulated that the *Danes* ſhould have a fortified Settlement here, called by them *Fridericſbourg*, which is to the North-Eaſt of the Village, and is commanded by the principal Commiſſary of the *Daniſh* Company, which carries on a conſiderable Trade here.

Although the Fort and Village of Cape *Corſe*, are in part dry and arid, the reſt of the Kingdom is very fertile and abundant, the Lands are well cultivated, and the Natives (who are numerous) are very laborious.

The Village of *Moure*, is a little League from *Fridericſbourg*, where the *Dutch* have a Fort with the Name of *Naſſau*.

The Kingdom of *Fantin* is extremely rich, populous and potent; the greateſt Village is *Cormantin*, about three Leagues from *Moure*; the *Engliſh* had formerly a Fort here taken and retaken by the *Dutch*, with whom at laſt it remained, and they have here a good Trade, as they have at *Adia* and *Jamolia*, which they have fortified. The Country is rich in Gold; the Inhabitants laborious, Lovers of Trade, of which they have learnt the Secret and Oeconomy from the *Dutch*.

Ackram or *Acron*, a Town in *Africk* on the *Guinea* Coaſt, is not far from *Bregu*, or *Berku*, and whoſe principal Traffick conſiſts in Gold Duſt, which the Inhabitants give in Exchange for red Cloth, Pots, Kettles, Baſons, and other Copper Kitchen Utenſils.

Aguvanna, another *African* Kingdom on the Gold Coaſt, carries on much the ſame Traffick as the preceding one, with the Addition of ſome few Slaves.

Of Acara, Lampi, Juda, *and* Ardres *or* Ardra.

ACARA is a large Kingdom, ſeated at the Extremity of the Gold Coaſt, where the *Engliſh*, *Dutch*, and *Danes*, have each a conſiderable Fort, which renders them Maſters both of the Gold and Negroe Trade, and therefore obliges the *French* to deal with *Lampi*, *Juda*, and *Ardres*, even when at War with theſe Nations; the latter of which borders on the Kingdom of *Boneri*. Before that *Moure* and *Cormanteri* had attracted the greateſt Part of the Buſineſs tranſacted on the Gold Coaſt, the Village of little *Acara*, ſituated at the End of it, was the Place where moſt of the *European* Merchandizes found Diſpatch; this Village only furniſhed a third of all the Gold that the *Europeans* traded for on this Coaſt, and the Negro Trade is ſtill pretty good here, as between three and four hundred may annually be purchaſed on reaſonable Terms.

The Commerce of *Lampi* and *Juda*, (a ſmall Kingdom between *Acara* and *Ardra*) is not inconſiderable, eſpecially for the Purchaſe of Negroes. In the Years 1706 and 1707, the *French* Aſſiento Company bought here two hundred and fifty each Voyage,

in Truck for *European* Goods from forty five to fifty *French* Livres *per* Head, though in the Kingdom of *Ardres*, from whence near three thouſand Slaves may be annually extracted, they coſt about eighty ditto, and theſe with Proviſions are the only Articles of Commerce in this Kingdom for Exports; the Goods eſteemed moſt here for Truck, are the biggeſt Glaſs Beads; large Cryſtal Pendants; large gilt Cutlaſſes; coloured Taffeties; ſilk Stuffs ſtriped and ſpotted; fine Linen; Laces; fine Handkerchiefs; with Buttons; Iron Bars; a fine thin woollen Stuff called Bouge; copper, cylindrical, and pyramidical Bells; long Coral; copper Baſons of various Sizes; Muſkets; Brandy; large Umbrelloes; gilt Looking-Glaſſes; *China* Taffeties, and other Silks from that Part; Gold and Silver Duſt; *Engliſh* and *Dutch* Crowns.

Of the Trade on the Coaſt of the Kingdom of Benin.

THE *Europeans* trade but little in this Kingdom, although it has two hundred and fifty Leagues of Coaſt, and the Inhabitants are leſs ſavage than the Negroes of *Guinea* and other Parts of *Africk*. The Merchandizes found here are Cotton Habits ſtriped according to their Faſhion (afterwards ſold on the Gold Coaſt) and others blue, proper for the Trade of the River *Gabou*, and on that of *Angola*; Jaſper Stones; female Slaves; (for they will ſell no Men) Leopard Skins; Pepper; and Acori, which is a Species of blue Coral that grows under Water in the Form and Manner that other Corals do. In Exchange of theſe Commodities are given gold and ſilver Stuffs; red and ſcarlet Cloths; red Velvets; violet coloured Ferret; *Harlem* flowered Stuffs well gummed; red glaſs Ear Rings; Looking Glaſſes with gilt Frames; glaſs Beads, Bouges; fine Coral; earthen Drinking-Pots ſtriped with Red: all ſorts of Cotton Thread, and Linen; Oranges; Lemons; and other green Fruits candied; braſs Bracelets weighing five Ounces and an half; Lavender; and iron Bars.

The *Dutch* are almoſt the only Traders with theſe People, as it is they alone among all the *Europeans* who have a Warehouſe here, which by the King's Permiſſion is eſtabliſhed at *Golou*, a large Village on the River of *Benin*; and this Commerce they enjoy ſo uninterruptedly, as the Country produces neither Gold, Ivory, Hides, Gum, Wax, nor Slaves, as abovementioned, though the Natives are much more civilized, honeſt, and (if the Expreſſion may be allowed) polite than any of their Neighbours.

Captain *Snelgrave* in his Treatiſe of *Guinea*, publiſhed in 1734, ſays that the River *Congo* in the ſixth Degree of ſouthern Latitude, is the moſt diſtant Part that the *Engliſh* trade to, whoſe Commerce here is ſo greatly augmented ſince the Peace of *Utrecht*, that inſtead of thirty-thee Ships under thoſe Colours that in 1712 were on the Coaſt of *Guinea*, it was demonſtrated to the Commiſſioners of Trade, that in 1725 there was above two hundred Sail to the great Advantage of Navigation and our *American* Colonies.

Our Author recounts the Ruin of the Kingdom of *Whidaw*, (*Fida* or *Juda*) of which *Sabee* is the Capital, ſituated about ſeven Miles from the Sea; and here the King had granted to the *Europeans* commodious Houſes for their Factories, protecting both their Goods and Perſons. The Port was open and free to all *European* Nations, who came here to purchaſe Slaves, and this Trade was ſo conſiderable, that the *Engliſh*, *French*, *Dutch*, and *Portugueſe* exported above twenty thouſand yearly from this Kingdom and its Neighbourhood; but the Liberties which the Natives enjoyed of having many Women, and their abandoning themſelves to Luxury and Pleaſure, ſo effeminated them, that although they could bring above an hundred thouſand Men in the Field, their Cowardice was ſo great as to ſuffer two hundred Enemies to drive them from their Capital, and to ſee uninterruptedly their whole Country deſtroyed by a Nation, which they had formerly deſpiſed.

Of Congo.

THE *Portugueſe*, who diſcovered this Kingdom in 1484, and ſettled here in 1491, are the only *Europeans* that trade here; all other Nations only ſtopping for Refreſhments which they purchaſe of the Blacks, in exchange for ſmall Looking-Glaſſes, Beads, *&c.* The principal Settlement of the *Portugueſe* is at *Loanda*, the Reſidence of the Vice-Roy, and, as may be ſaid, the Capital of what the Whites poſſeſs in this Kingdom; the Port is vaſtly large, and the Anchorage ſecure, and this the Place where all the Ships arrive and ſail from, either for *Europe* or the *Brazils*.

The Slave Trade is the moſt important one that the *Portugueſe* have at *Congo*, and the Number, which they ſend yearly to the Support of their *American* Colonies, is ſurpriſingly great; and what renders this Buſineſs ſtill more advantageous and conſiderable, is the ſhort Cut from hence to the *Brazils*, compared with what all other Nations have to run, when carry-

ing theſe unhappy Wretches to their Plantations; as the *Portugueſe* ſeldom exceed a Month or five Weeks in their Paſſage, and conſequently in this ſhort Time are not expoſed to ſuch a Loſs by Mortality among their Slaves, as others are, who have a much longer Voyage to make, which frequently occaſions Diſtempers that ſometimes carry off the greateſt Part of them.

It is difficult to aſcertain the Number of Slaves, which the *Portugueſe* reſiding at *Loanda*, *Colombo*, *St. Salvador*, and all other Places in this Part of *Africk*, have in Property. Thoſe who are leaſt rich, having fifty, an hundred, or two hundred belonging to them, and many of the moſt conſiderable, poſſeſs at leaſt three thouſand; a religious Society at *Loanda*, have of their own twelve thouſand of all Nations, which being Blackſmiths, Joiners, Turners, Stone-Cutters, *&c.* do almoſt all bring their Maſters in four to five hundred Reis *per* Day Gain, which they procure by working for the Public.

Beſides the Blacks, *Congo* produces Ivory, Wax, Honey and Civet, and has in it ſome Mines of Iron and Copper, though of theſe no great Quantity is extracted. *St. Salvador* is properly the Rendezvous of all the *Portugueſe* Merchants; where they bring Gold and Silver Stuffs, Velvets, *Engliſh* Cloth, Gold Lace, black Ratine, ſmall *Engliſh* Carpets, copper Baſons, blue Earthen Pitchers, Hats, Rings, Coral, Fire-Arms, and Shells called here *Zimbi*, or *Zinibis* (as before obſerved) which ſerve for a ſmall Money; beſides all which, Brandy and Wine find here a current and good Diſpatch.

Of Angola.

ANGOLA is of all the *African* Coaſts that which furniſhes the *Europeans* with the beſt Negroes, and commonly in the greateſt Quantities, although it ſcarcely extends twenty-five to thirty Leagues along the Sea-Shore; it is true this Kingdom widens conſiderably within Land, being at leſt an hundred and fifty Leagues in Length, and as much in Breadth, whoſe Capital is *Loando St. Paolo.*

Although the *Portugueſe* are extremely powerful, in the interior Part of the Kingdom, and that the Majority of the Negroes in the Provinces they have ſubdued, may properly be termed the Vaſſals of his moſt faithful Majeſty, to whom they yearly pay a Tribute of Slaves, yet the Negroe Trade, which is tranſacted on the Coaſt, has always remained free to the other Nations of *Europe*; and the *Engliſh*, *French*, and *Dutch* ſend yearly a great Number of Veſſels, who carry off many thouſands of theſe poor unhappy Creatures, for the Supply of their *American* Settlements, or for Sale in thoſe of the *Spaniards*.

The *Portugueſe* are however thoſe, which deal the moſt here, and it is aſtoniſhing that they have not before now depopulated the Country, there being hardly any Year, that they do not ſhip off fifteen thouſand for *Brazil.* The Villages of *Cambambe*, *Embaco*, and *Maſſingomo*, are thoſe which furniſh moſt Slaves to the *Portugueſe* Merchants concerned in this Traffick.

And the Merchandizes with which they pay for them, are Cloth with great Liſts; Crimſon Silk Stuffs; Linens; Velvets; gold and ſilver Lace; black Serges; *Turky* Carpets; white and coloured Threads; ſewing Silks; *Canary* Wine; Brandy; Olive Oil; Sailors Knives; Spices; refined Sugar; great Hooks; Pins three Inches long, and others of various Sizes; Needles, *&c.*

The *Portugueſe* have alſo a Settlement at *Binguela*, a ſmall Kingdom dependant on that of *Angola*, where they carry on ſome Trade, but this Place is unwholſome and fitter for the Abode of Criminals baniſhed by the Tribunal at *Liſbon*, than for the Reſidence of Perſons exerciſing Trade.

Of Loango, Malimbo, *and* Cabindo.

THE Negro Trade that is carried on in theſe three Places of the *Angolian* Coaſt, is not one of the leaſt conſiderable, that the *Engliſh*, *French* and *Dutch* are concerned in, on the Shores of this Part of *Africa*, whether for the Number, Goodneſs, or Strength of the Slaves, for which the *Europeans* prefer them to all others; and the Inhabitants of the *American* Colonies, always give for them a higher Price, as more able to ſuſtain the Labour and Fatigues of the Culture and Manufacturing Sugar, Tobacco, Indigo, and other painful Works, in which it is cuſtomary to employ theſe miſerable Perſons.

The Merchandize proper for theſe Parts is the ſame as has been already mentioned, ſo I ſhall only add a Remark made by the Judicious in this Commerce; that as ſoon as the Buſineſs is concluded, and the Slaves aboard, not a Moment ſhould be loſt in getting to Sea, for fear that the unhappy Captives ſhould grieve at the Sight of their Country, from which they are now baniſhed.

Of the Trade of the African *Coaſts from the Cape of* Good Hope, *to the Entrance of the* Red Sea.

THE *Portugueſe* diſcovered the Cape of *Good Hope* in 1493, but they remained undetermined to ſettle here, either through a Want of Courage or

Defect of Prudence, or by a Reflection on the Cruelty with which they treated the poor *Hottentots*, in Revenge of their being at firſt not well received by them. It does not appear that from that time the *Europeans* made any Deſcent there till 1600, when the Ships of the *Dutch Eaſt India Company* began to touch here, though they did not at firſt comprehend all the Advantage they might draw from an Eſtabliſhment in this Country, and therefore contented themſelves for ſome Years, to anchor here, going and coming, only to buy freſh Proviſions, and in order to ſecure theſe from any Inſult till re-embarking, they built a ſmall Fort upon the Harbour, whoſe Ruins were diſcernable not long ago. But on the Company's Ships ſtopping here as uſual 1650, one Mr. *Van Reibeeck*, then a Surgeon, ſoon perceived by the Situation and Goodneſs of the Country, of what Advantage the Eſtabliſhment of a Factory here would be to the Company's Trade, and on his return to *Holland*, he communicated his Thoughts to the Directors, who ſo far approved of them, as to reſolve on attempting the Thing without Loſs of Time; and accordingly they charged him with the Care of the Expedition, and gave him four large Ships, with all Materials, Inſtruments, Workmen, *&c.* neceſſary for the Undertaking: They made him Admiral of this little Fleet, and Governor of the Cape, with full Power on Arrival to treat with the Natives, and to regulate every thing that he ſhould judge would be conducive to the Eſtabliſhment of the intended Colony, on a ſecure and laſting Foundation. *Van Reibeeck* had all the Succeſs that he could poſſibly deſire in this Enterprize; as he knew ſo well how to ingratiate himſelf with the *Hottentots*, by the Preſents he made them of ſome Hardware, he preſently concluded a Treaty with them, by which they granted the *Dutch* full Liberty to ſettle in their Country, and to trade with them as they ſhould think proper, on Payment of fifty Guilders, in the ſame ſort of Merchandize as their Preſents were. This Treaty was immediately executed with Punctuality on both Parties, and from that time the *India* Company have enjoyed an uninterrupted Settlement, and nothing is neglected to render it as beneficial as poſſible.

When I ſay their Eſtabliſhment has been without Interruption, I mean from the contracting Parties; for as ſoon as the *Dutch* begun to cultivate their new purchaſed Lands, and to build Houſes and Forts, the *Gunjermans* (which are a Nation at the Cape neareſt the Sea) oppoſed themſelves to this Eſtabliſhment, and called in all the neighbouring Nations to their Aſſiſtance; but the *Dutch* defended themſelves ſo well, that their Enemies were obliged to demand Peace, which was granted them on the following Conditions, *viz.* The firſt Agreement was not only confirmed, but it was further ſtipulated that all the Lands, which the Natives did not then actually occupy, ſhould thence-forward belong to the *Hollanders*, with this Clauſe only, that the Natives might ſettle wherever they pleaſed, provided it was in Places that the *Dutch* left uncultivated. An Alliance offenſive and defenſive was at the ſame time concluded, which though not ſet down in writing (the *Hottentots* not underſtanding the Uſe of Letters) has been hitherto religiouſly obſerved. By this Treaty the *Dutch* are in a manner become the Maſters of all this Country, and the Chiefs of the Nations frequently come to renew the Alliance with the Governor, and to bring him Preſents of Cattle, when they are always well received, and their Gifts returned in Tobacco, Brandy, Coral, and other Things they are known to be fond of.

It has coſt the Company immenſe Sums to put this Eſtabliſhment on the footing it at preſent is; Mr. *Kolben* computes the Expence of the firſt twenty Years to have been at leaſt a Million of Guilders *per Annum*, and that during the Time he was there, it was difficult to raiſe enough to defray Charges. The Revenues conſiſt in the Tithes of all the Lands which the *Europeans* poſſeſs at the *Cape*, Ground Rents, Cuſtoms on all foreign Wines, and thoſe of their own Growth, on Tobacco, Beer, Brandy, and other diſtilled Liquors, as well as on the Profits made by Trade, which the aforeſaid Mr. *Kolben* reckons annually amounts to 225,000 Guilders. But as the Colony has always gone increaſing, and freſh Lands continually been grubbing up, this Eſtabliſhment muſt become very beneficial in time.

The Territories which the *Dutch* poſſeſs, are divided into four Diſtricts or Colonies, of which the firſt is called the *Cape*, becauſe it is the neareſt to the Sea, and the City and Fort of *Good Hope*, are built here.

The ſecond Colony is that of *Stellenboſch*, ſo called from *Stel*, the Name of a Governor *(Simon Vander Stel)* under whom this Eſtabliſhment was made, and *Boſch*, which in *Dutch* ſignifies a Wood, becauſe the Country was entirely covered with it, or over-run with Weeds, when the *Dutch* took Poſſeſſion; this Colony is ſeparated from the firſt by Sands of a great Extent, and divided into four Parts, of which the two principal ones, are thoſe that ſtill retain the Name of *Stellenboſch*, and that called *Hottentot Holland*,

Holland, not becauſe it reſembles the Province of *Holland*, which is much leſs, and very differently ſituated, but becauſe it appeared to the firſt Settlers, to be the fitteſt for the Cattle appertaining to the *India* Company.

Drakenſtein is the Name of the third Colony, which was begun ſettling in 1675, a great Number of *French* Proteſtants, having a little before fled for Refuge to *Holland*, the Company, by Recommendation of the States General, ſent many with their Families to this Country, with Orders to the Governor to give them Lands, and all Neceſſaries for their Culture; it is theſe or their Deſcendants, which at this time compoſe the greateſt Part of the Inhabitants of *Drakenſtein*; and although they have omitted nothing that might render this Settlement flouriſhing, and herein have been aſſiſted by the Soil, which in general is very good, yet few have obtained a ſufficiency to make themſelves eaſy, but generally ſpeaking are poor, living from Hand to Mouth, and in Hutts like the *Hottentots*. This ſeems ſurpriſing, but our Author attributes it to the little Support afforded them, as there was Room to have expected more.

The Country is mountainous and ſtony, yet nevertheleſs very fertile, producing almoſt every Thing growing in the other Colonies; the Honey Mountains are here among others ſo called from the great Quantity of that ſweet Liquid, which a Meridian Sun forces in Drops from the Clefts of the Rock, and which the *Hottentots* acquire at the Peril of their Lives. The Governor *Vander Stel* gave this Colony the Name it bears, in Honour to Monſieur Baron *Van Rheede* Lord of *Drakenſtein* in *Guelderland*, who in 1685 was ſent by the *India* Company, in Quality of Commiſſary General, to examine the State of all their Factories and Plantations, and to redreſs as he ſhould think proper the Abuſes crept in there.

The laſt and youngeſt Colony of the Cape is that of *Waveren*, which received this Name from *William Vanderſtel*, in Honour of the Family of *Van Waveren* of *Amſterdam*, to which he was allied. It was before called the *Red Sand*, on Account of a Mountain, which ſeparates it from the Colony of *Drakenſtein*, on the Top of which, and about it, is found a great Quantity of this red Sand. The Country is naturally very fertile, but little cultivated, as the Inhabitants poſſeſs nothing here in Property, but are obliged to renew their Leaſes every ſix Months with the Governor.

There is not a Country in the World, according to Mr. *Kolben*, that feeds ſo great a Quantity of large and ſmall Cattle, as the Cape of *Good Hope*, where they are cheaper, and their Fleſh better; an Ox commonly weighs here between five and ſix hundred Pounds, which is given for a Pound of Tobacco; and a Sheep's Tail weighs fifteen to twenty, and ſometimes thirty Pounds.

As lazy as the *Hottentots* naturally are, they do not, however, neglect an Application to the Mechanick Arts, and they are even ſo expert, that it is unconceivable how they ſhould be accuſed of being a People the moſt ignorant and ſtupid in the World: They have Furriers and Tanners by Profeſſion among them, who underſtand preparing the Skins with which they cover themſelves, and the Hides that they employ in diverſe Uſes, almoſt as well as the *Europeans*; Artificers in Ivory, who, without any other Inſtrument than a Knife, work in it with as much Propriety and Delicacy, as the beſt Turners; Mattmakers, Rope-makers, who have the Art to make Cords with ſmall Ruſhes, that are as ſtrong and durable as Hempen ones; and Blackſmiths, who very well underſtand to caſt Iron, and give it all ſorts of Forms, only with Flints, although they hardly ever make any other uſe of it, than to arm their Sticks, Arrows, Javelins, and other ſimilar Inſtruments. Theſe Blackſmiths work alſo in Copper, though but a little; for all their Performances herein are reduced to ſome Toys, with which the Men and Women adorn themſelves; and they are all in general Potters, every Family making their own Veſſels, for which they uſe the Earth of an Ant Hill, which they carefully cleanſe, and afterwards knead with Ant Eggs, which make an admirable Cement, and gives to the Matter a jet Black, that it never loſes. It is hereby ſeen, that they neither want Invention nor Dexterty, and that if they were leſs ſlothful, they would in the Mechanick Arts ſoon equal all the other *Africans* *.

Of Sofala *and* Monomotapa.

THE Kingdom of *Sofala* is rich in Gold Mines and Ivory, and theſe two precious Commodities, attract Foreigners, and maintain Commerce. The *Arabians* are ſuppoſed by ſome, and the Fleets of *Solomon* and *Hiram* King of *Tyre* by others, to have been the firſt Traders to theſe Parts; but as I have treated largely of this Conteſt in my Hiſtorical Introduction, I beg leave to refer my Reader thereto, for any further Information.

The *Portugueſe* ſettled here towards the End of the fifteenth Century, and in 1500 even obtained Permiſſion

* *Kolben*'s preſent State of the Cape of *Good Hope*.

Permiſſion to build a Fort pretty near the Capital, for the Habitation of their Factors, carrying on their chief Trade herein, for which it was commodiouſly ſituated on the *Quama*'s Shore, where they had their Ware-houſe for *European* Merchandize, ſent them from *Moſambique*.

The richeſt Mines of the Kingdom are thoſe of *Soſala*, from which there is yearly extracted (if the *Negroes* may be credited) more than two Millions of *Merigals*, which at fourteen Livres Tournois (as Mr. *Savary* computes them) make twenty-eight Millions of Livres: Theſe Riches are divided between the *Portugueſe*, (who are the only *Europeans* that trade to this Kingdom) the *Arabians*, (more eſpecially thoſe of *Ziden* and *Mecca*) and the *Mahometans* of *Quilloa*, *Monbaſe*, and *Melinda*. Theſe latter come in ſmall Barks, which they call *Zambucks*, and bring blue and white Cottons, Silks, Ambergreaſe and Succinum, or yellow and red Amber variouſly carved.

The Commerce of the *Arabians*, may import above 140,000 *l.* Sterling *per Annum*, in the exchanging diverſe ſorts of Goods that they bring from the *Eaſt Indies*, and the *Red* Sea, againſt Gold and Ivory.

In regard of the *Portugueſe* Trade, it is carried on by thoſe of this Nation ſettled at *Moſambique*, who ſend here the Products of *Europe*, proper for this Market, on which they make ſo vaſt a Profit, that only the Governor's Right amount yearly to between 60 and 70,000 *l.* Sterling, extra of the *Portugueſe* Troops Pay, which comes out of this Trade, and beſides the Tribute that is annually ſent to the King of *Portugal*, which is very conſiderable.

The ſmalleſt Share of theſe Merchandizes are, however, conſumed in this Kingdom, the reſt paſſes to *Monomotapa*, where the *Soſalois* truck them againſt Gold, which is given them unweighed; (theſe People never uſing Scales) and making as one may ſay, an arbitrary Traffick, dependant on the Caprice of the Buyer and Seller.

The Kingdom of *Monomotapa*, being within Land, and none of its Provinces near the Sea, Strangers, and more eſpecially the *Europeans*, carry on no direct Trade with it; it is true, the *Portugueſe* have ſome Settlements here, but Religion has been a greater Motive to their Origin than Trade; ſo that all the Gold, Ivory and Oſtrich Feathers (which are the principal Commodities that this vaſt Tract of *Africk* furniſhes to Commerce) paſs, as before obſerved, through the Hands of the *Soſalois*. The Gold of *Monomotapa* is of two ſorts, the one from the Mines, and the other found in the Gravel of the Rivers; and from both the Quantity collected annually is ſo great, and the Merchants of *Soſala* have ſo rich a Buſineſs here, in truck for *Aſian* and *European* Goods, (which come from the *Arabians* and *Portugueſe*) that theſe latter commonly call the Prince to whom *Monomopata* is ſubject, the Golden Emperor.

Of Moſambique.

THE *Portugueſe* are the only *Europeans*, who have any Eſtabliſhments, or carry on any Trade in the Kingdom of *Moſambique*; the *Arabians*, however, ſhare with them, although the former uſe all poſſible Means to hinder their Progreſs, and ſecure it intirely to themſelves. The *Portugueſe* Habitations along the Coaſt are conſiderable, and all defended by good Fortifications, or at leaſt, by ſtrong Houſes, which ſerve for Magazines and a Security againſt the Natives, who are equally perfidious and lazy; but the Center of their Commerce in theſe Parts, is the Iſle of *Moſambique*, about two Miles from the Continent, in which they have a commodious Town, well fortified, which is the common Reſidence of the Governor General, and of the richeſt Merchants.

This Iſle and its Port, are to the *Portugueſe India* Shipping, what *Madagaſcar* was formerly to the *French*, and what *St. Helena* and the Cape of *Good-Hope* are at preſent to the *Engliſh* and *Dutch*, *viz.* a Place for depoſiting Goods, and affording Refreſhments.

The *Dutch* twice attempted to make themſelves Maſters of the Commerce of *Moſambique*, in the Beginning of the ſeventeenth Century; the firſt in 1604, and the ſecond in 1607, but the *Portugueſe*, then united with the *Spaniards*, made ſo brave a Defence, that the *Dutch* Fleets were obliged to retire half ruined, tho' with a rich Booty that they found in ſeveral *Portugueſe* Carracks, which they took.

The Trade carried on here conſiſts in Gold and Silver, Ebony, (of which their Foreſts are full) Ivory (found here in greater Abundance than in any Part of *Africk*) in Slaves taken in War, Matts, and all Sorts of Refreſhments; and the Merchandize given in Exchange, are Wine, Oil, Silk, Woollen and Cotton Stuffs, Coral, wrought and unwrought.

When the *European* Goods arrive at *Moſambique* in the *Portugueſe* Ships, they are taxed at a certain Price by the King's Factor, who afterwards ſends them to *Chilimani*, at the Mouth of the *Senna*, from whence they go up the River in ſmall Barks, to a little *Portugueſe* Town ſeated at the Height of the *Senna*, where the *Caffres* and *Blacks* come from the inland Kingdoms and Provinces of *Africk*, ſometimes at three or four Months Travel Diſtance, to buy or take on

Credit

Credit the *Portugueſe* Goods, for a Quantity of Gold agreed on, and which they never fail to bring faithfully.

This Traffick generally yields *Cent. per Cent.* and is properly the *Chili* and *Peru* of the *Portugueſe*; Gold being ſo common here, that at a Month's Journey from the Coaſt, the Utenſils of the Houſe and Kitchen are cuſtomarily made of it.

Of Melinda.

THE Commerce of this Coaſt, which is the laſt Kingdom from the Cape of *Good-Hope*, to the Entrance of the *Red* Sea, where the *European* Ships anchor to trade, is almoſt entirely in the Hands of the *Portugueſe*, who have a great Settlement in the Capital, and have even had the Credit of building ſeventeen Churches here, although the King is a *Mahometan*. The Natives, however, carry on ſome Trade with their own Veſſels, in the *Red* Sea, and with them frequent the beſt Ports in *Arabia*.

They are alſo ſometimes ſeen in the *Indian* Sea, particularly at *Cambaya*, a Maritime Town in the Territories of the *Great Mogul*; but with all this, and though the *Indians* and *Arabians* ſometimes bring their Goods to *Melinda*, it is properly by the Hands of the *Portugueſe*, that all this Trade is tranſacted, which is but little leſs conſiderable than that of *Moſambique*.

The Gold brought from *Sofala*, the Ivory, Copper, Quickſilver, all Sorts of Silks and Cottons of *Europe* and the *Indies*, various painted Linens, eſpecially *Cambayn* Handkerchiefs, Spicery, Rice, and other Legumes and Fruits, are the principal Commodities brought to *Melinda*.

Of Abiſſinia, *or the Empire of* Preſter John.

ABISSINIA, better known to the antient Geographers under the Name of the *Upper Ethiopia*, produces all Sorts of Commodities proper for the Support of a conſiderable Trade, either at home or abroad, if the natural Sloth of its Inhabitants, did not hinder their benefiting themſelves by theſe Advantages.

Many Authors, who have endeavoured to diſcover and fix the Situation of the celebrated *Ophir*, have thought to find it in the vaſt and rich Eſtates of this famous Empire, though I think Dr. *Garcin* has juſtly placed it elſewhere, as may be ſeen in the Hiſtorical Introduction; however, it is certain, that *Ethiopia* is of a very great Extent, and would be one of the wealthieſt Empires in the World, if the People knew how to profit themſelves by the Treaſures, that are hid in the Bowels of their Earth.

This Empire is compoſed of many Kingdoms, as that of *Tigre* (divided into twenty-four Provinces) *Abiſſinia*, and *Ajan* dependant on it. The *Portugueſe*, after they had taken the Iſland and City of *Ormus* in the *Perſian* Gulph, *Maſcate* on the Coaſt of *Arabia Felix*, and the Iſle of *Zocotora*, at the Entrance of the *Arabian* Gulph; ſoon opened a Paſſage to *Ethiopia* and eſtabliſhed a conſiderable Commerce there, and where they afterwards tranſported many Families of their Countrymen to form there a ſort of Colony: The new Gueſts, becoming ſuſpected by the *Abiſſines*, were drove out, and all Trade forbidden with them. After this Expulſion, the Emperors of *Ethiopia*, would not ſuffer their Subjects to have too ſtrict a Correſpondence with the *European* Nations, much leſs to permit any of theſe Nations to ſettle in the Country, under the Pretence of trading.

Gold, Silver, Copper, and Iron, are the Metals this vaſt Region of *Africk* produces; and other Commodities, are Cardamoms, Ginger, Aloes, Myrrh, Caſſia, Civet, Ebony, Ivory, Wax, Honey, Cotton, and Linens made of it of various Colours; and I might add, Sugar, Hemp, Flax, and excellent Wine, if theſe People (Demi-Barbarians) had the Art to prepare and boil the Canes Juice, to cultivate the Vines, and preſs the Grapes, and to ſpin and weave their Hemp and Flax, as all theſe Things grow with them in Abundance, and of as good Qualities, as in any other Part of the World.

Of the Trade of the African *Iſlands.*

THE principal Iſles, which Geographers attribute to *Africk* are, *Madagaſcar*, the *Terceras* or *Azores*, *Madera*, the *Canaries*, Cape *de Verd* Iſles, *St. Thomas*, *St. Helena*, *Zocotora*, and *Malta*; this laſt in the *Mediterranean*, and the reſt in the *Ocean*.

All theſe Iſlands are either poſſeſſed or frequented by the *Europeans*, who carry on a conſiderable Trade with them; that of *Madagaſcar* might be, as well for the Abundance of its rich Products, as for its happy Situation in the Route to *India*, one of the moſt famous Iſles for Trade in the Univerſe, if the Ferocity of its Inhabitants, and the Intemperance of the Air and Sun, in the Places were the *Europeans* were at firſt ſettled, had not diſcouraged their Continuance. It is ſituated over againſt and along that Part of the Continent of *Africk*, which the Kingdoms of *Sofala*, *Moſambique* and *Melinda* compoſe, from whence it is diſtant in ſome Places a hundred, and in others but ſeventy or fewer Leagues.

The

The *European* Commodities fit for the Trade of this Iſle, are painted Linens, Silver, Copper and Pewter, Rings and Bracelets, a Quantity of ſmall Mercery and hard Ware, ſeveral Sorts of Glaſs Beads, particularly blue, red, white, green, yellow, and orange Colour, Brandy, *Spaniſh* and *French* Wine, Cornelians long and Olive ſhaped, red and white, large Braſs Wire, and ſmall Chains of ditto, Nails of all Sizes, and diverſe Tools, both for the Smith and Joyner, as well as Locks, Hinges, *&c.*

The Goods to be had there in Exchange, conſiſt in ſeveral Sorts of Gum, ſuch as Gutti Tacamahaca, various Species of Dragons Blood, *&c.* different Woods, Wax, Raw Hides, Sugar, Tobacco, Pepper, Cotton, Indigo, Ambergreaſe, Incenſe, Benzoin, Palma Chriſti Oil, green Balm for Wounds, Saltpetre, Brimſtone, white Cinnamon, Civet, Rock Cryſtal, Blood Stone, Touch Stone, Terra Sigillata, ſeveral Boles, Matts of Ruſhes, and Flax, and even of Silk; but the Culture and Search after theſe Things being neglected by the Natives, and the *Europeans* who are eſtabliſhed among them, not having been more induſtrious, they have not been benefited by theſe Riches, which ſome Pains and a little Time would eaſily have ſecured to them.

Some alſo count Gold, Silver and precious Stones among the natural Products of this Iſle, but that any of theſe Metals are found here, is very uncertain, and all the precious Stones are very imperfect.

Of the Azores, Madera, *Cape* de Verd *Iſles, and* St. Thomas.

As all theſe Iſles appertain to the Crown of *Portugal*, I have judged it beſt, not to ſeparate them in relating the Trade carried on to them.

The *Azores* (called alſo the *Terceras* from the principal of them) are nine in Number, *viz. Flores, Cuervo, Fayal, Pico, St. George, Gratioſa, St. Mary's, St. Michael* and *Terceras*. Theſe Iſles, lying between the two Continents of *Europe* and *Africk*, oppoſite to the Coaſts of *Portugal*, were diſcovered in 1439, or 1449 by the *Portugueſe*, uninhabited; and deeming them fit for Culture, they immediately ſettled Colonies on them, and their commodious Situation in the Way to the *Indies* and *Brazil*, did not a little contribute to the ſpeedy peopling them, and eſtabliſhing a conſiderable Commerce, eſpecially at *Tercera*, which is the Governor's Reſidence, and a Biſhoprick.

The City of *Agra* is the ſole Port in this Iſle (inacceſſible in all other Parts) where all the *European* Ships anchor, and where the Products not only of this, but of all the other Iſlands are brought, though, however, the Ships often touch at the other Iſles, to purchaſe Goods at firſt Hand, or to take Refreſhments. Wheat, Wine, Woad, Potatoes, and Hides are the principal Commodities, they afford; but it is on the Woad, that the Inhabitants of *Tercera* found their chief Buſineſs; there is notwithſtanding a large Quantity of freſh Oranges and Lemons exported from theſe Iſles, and a ſtill greater preſerved, with ſeveral other Species of Sweetmeats, of which thoſe at *Fayal* are eſteemed the beſt, and the *Dutch* yearly load ſeveral Ships with theſe Commodities.

The Imports there from *Portugal*, are all Sorts of Mercery, Linens, Stuffs, Fuſtians, Silk Stockings, Rice, and Paper, with ſome Oil and Salt; and the Inhabitants likewiſe purchaſe conſiderable Parcels of *Canary* and *Madera* Wine, their own being weak and inſufficient for their Conſumption; the Woollens uſed formerly to be carried all from *Europe*, but within theſe fifty Years, there are ſeveral Fabricks ſet up in the Iſle of *St. Michael*, for Cloths, Druggets, Camblets, Serges, and Hats, beſides ſome Silk Stuffs, in Imitation of thoſe made at *Lyons* and *Tours*, which have ſometimes nearly ſufficed for the Iſland's Supply; and the flouriſhing Condition they were in in 1717, induced ſome People to think, that this Colony, contrary to what has been experienced in all others, would ſoon ſupply its Mother Country with the Commodities this had till then received from it. But as the Fabricators were frequently in want of Wool and Silk to keep their Looms going, it muſt certainly be a Damp to them, and gave the *French* Hopes, of retrieving a Trade they formerly carried on by the Way of *Liſbon*, to their no ſmall Advantage.

The Returns made to *Liſbon*, beſides thoſe of theſe Iſlands Growth, are Gold Coin from *Brazil*, and the other Products of that Part of *America*, ſuch as White and Muſcovado Sugars, Jacaranda and other Woods, Cacao, *&c.*

The *Engliſh* now carry on the greateſt Trade to the Iſland *Tercera* of any Nation, where they load the aforementioned Goods, in return for Woollens, Iron, Herrings, Pilchards, Butter, Cheeſe, and Salt Meat.

Madera, ſituated on the Coaſt of *Africk*, to the Southward of the *Canaries*, among the Number of which the Pilots generally place it, and from which it is only diſtant about ſixty Leagues, was diſcovered by the *Portugueſe* in 1410, or 1420, to be an impenetrable Foreſt, ſo that before they could ſettle here, and cultivate it, they were obliged to ſet fire to it, though this expedient had like to have coſt thoſe who compoſed this infant Colony their Lives, by the exceſſive Heat in their Barks where they retired, and continued whilſt the Wood was burning; but having after-

afterwards effected their Settlement, the Iſland is become one of the moſt fertile and populous of any in the Ocean; and produces plenty of Corn, Wine, Sugar, Gums, Honey, Wax, Hides, all Sorts of Fruit, freſh, dry and candied, eſpecially Citrons, Lemons, and Pomegranates, Yew and Cedar Plank, *&c.* and its Imports are ſuch of the *European* Goods, as have been before mentioned for the other Iſlands.

The Cape *de Verd* Iſles, diſcovered by the *Portugueſe* in 1472 (ſome ſay 1572) are to the Number of ten, *St. Jago*, *St. Antonio*, *St. Lucia*, *St. Vincent*, *St. Nicholas*, the *White* Iſle, the Iſle of *Salt*, *Mayo*, *Fuego*, and *Buena Viſta*. They are often called the *Green* Iſlands, from the continual Verdure that covers them, and ſometimes the *Salt* Iſlands, on account of the Quantity made of this Commodity, not only on the Iſle bearing that Name, but on ſome of the others; *St. Jago* is the Capital and Reſidence of the Governor, who is a ſort of a Viceroy, and commands all that the King of *Portugal* poſſeſſes in *Africk*, from Cape *Verd* to the Cape of *Good-Hope*.

The *European* Nations, which trade to the *Eaſt-Indies* and *Africk*, commonly touch at theſe Iſlands for Refreſhments, calling at *St. Jago* in Time of Peace, and contenting themſelves to water, *&c.* at *Mayo*, *St. Antonio*, *St. Vincent*, or the Iſle of *Salt*, when at War; the few *Portugueſe* ſettled in theſe latter, receiving and dealing with them, at all Times willingly, though indeed they are in no Condition to oppoſe their Deſcent, if their Inclinations led them to it. Theſe Iſlands were meer Deſarts when the *Portugueſe* firſt began their Settlements, though they now produce in Abundance many Commodities fit to ſupport a conſiderable Trade, but more eſpecially raw Hides of Kids, Goats, wild Cows, *&c.* Cattle are ſo Plenty, that ſeveral Ships are employed in carrying them to *Brazil*; and the annual ſalting of Fiſh caught near Cape *Verd*, keeps many Sailors at work, as it does alſo Veſſels afterwards, for its Tranſportation to the Bay of *All Saints*, or *Fernambouc*. The Iſles of *St. Vincent*, and *St. Antonio* in particular, carry on a lucrative Trade, in the Oil they extract from Tortoiſe, that come aſhore in certain Times of the Year, as well as in Ox Hides, which they dreſs in the ſame manner with them in *Spain* and *Portugal*.

In fine, the Rice, Honey, *Turkey* Wheat, Oranges, Lemons, Pine-Apples, and ſeveral other delicious Fruits, as alſo the great Quantities of tame and wild Fowl, found here, not only ſerve for the Food and Regales of the Inhabitants of theſe Iſles, but alſo for the Traffick which they have with Strangers, who come here to water, or to trade.

The Iſle of *St. Thomas*, (which the Negroes of the Coaſt call the Iſle of *Poncas)* took its new Name from being diſcovered on that Saint's Day about the 21ſt of *December* 1465, in ſeeking to diſcover a Way to the *Eaſt-Indies*, and the King of *Portugal* ſent People there in 1467.

Its Capital is called *St. Thomas*, and although it is ſituated under the Line, and that the Heats are exceſſive, the *Portugueſe* have raiſed here one of the moſt flouriſhing Colonies they have in *Africk*; and its Situation appeared ſo commodious to the *Dutch*, for the Trade of *Angola*, and its neighbouring Coaſts, that they took it twice, *viz.* in 1610 and 1641, though they could not keep it; and the *Portugueſe* in a ſhort time repaired the almoſt ineſtimable Damage, which their Enemies did there on abandoning it. The *Portugueſe* were the firſt who inhabited and cultivated it, though at preſent the Negroes are by far the greateſt Number, and it is ſuppoſed might eaſily ſeize it, if their natural Sloth and Cowardice, joined to their Aptitude for Slavery, did not render them uncapable of ſuch an Enterprize.

Sugar Canes and Ginger grow here, as well as at any Place in the World, and make the principal inland Trade of the Iſle; the *Portugueſe* cultivate them with extreme great Care, and notwithſtanding the exceſſive Heats of Sky and Sun, they are ſeldom deceived in their Expectations, as the Crop both of the one and the other is getting in every Month of the Year. Of brown Sugar here is commonly made from ſix to ſeven hundred Charges, of which there is yearly carried out of the Iſle near a hundred thouſand Roves (of thirty-two Pounds *Portugueſe* each) which is ſent to *Portugal*, wrapt up in its Leaves.

The other Products and Manufactures of the Iſle, are diverſe Cotton Stuffs, proper for the Negro Trade on the Coaſt, Fruits, and particularly that called *Cola*, which is a Nut, in Taſte like a Cheſnut, and which is trucked with great Advantage at *Loanda*, *St. Paola*, and other Places in the Kingdom of *Angola* and *Congo*, from whence they are tranſported to a much greater Diſtance. The Legumen of all Sorts arrive here to great Perfection: *Indian* Wheat, Millet, Manioc (of whoſe Roots the Caſſave is made) Melons, Potatoes, Figs, Bananas, Dates, Cocoas, Oranges and Lemons grow here in Abundance; the Sheep and Kids are excellent, but the Beef is ſmaller and not near ſo fat as in *Europe*.

The *European* Commodities, which the *Portugueſe* carry to *St. Thomas*, are Linens from *Holland* and *Rouen*, or others ſimilar in Quality, Thread of all Colours, thin Serges, Silk Stockings, *Leyden* Camblets.

blets, *Niſmes* Serges, Hatchets, Bills, Salt, Olive Oil, Copper Plates and Kettles, Pitch and Tar, Cordage, Sugar Moulds, Brandy, and all Sorts of diſtilled Liquors, *Canary* Wine, Olives, Capers, fine Flour, Butter, and Cheeſe.

Beſides the great Iſle I have now ſpoke of, ſome Pilots give the Name of *St. Thomas* in general to ſmall Iſlands, near, and even to ſome very diſtant: Of theſe the chief is *Prince*'s Iſle diſcovered in 1471; that of *Fernando Pao*, *Poo*, or *Port*, that of the *Aſcenſion*, and that of *Annobon*, or *Bon Anno*; it having been diſcovered on New-Year's Day, even that of *St. Helena*, although at a great Diſtance from that of *St. Thomas*, of which I ſhall treat in its Place; and in reſpect of the other four, no Commerce is carried on with them, as the Ships bound to the *Eaſt Indies*, only touch here for Wood and Water, or to catch Tortoiſes, when in want of freſh Proviſion, and have many Sailors ſick; except *Annobon*, where the *Portugueſe* that are ſettled carry on a Trade in Cotton, which they gather in great Abundance here, as alſo Hogs, Goats, Poultry, Variety of delicious Fruits, Palm Trees, Tamarinds, Woods, &c.

Of the Canary *Iſlands.*

THESE are the ſame the Antients knew under the Name of the *Fortunate* Iſlands; whoſe Diſcovery is nevertheleſs reckoned only from the Year 1348, or at utmoſt a hundred Years before; they were in a manner forgotten for ſeveral Ages, and as one may ſay, loſt all that time to the Nations of *Europe*, who had no Knowledge of them. The *Spaniards* are at preſent their Maſters, and have poſſeſſed them ever ſince 1522, when they were given up to them by the Succeſſors of their firſt Conquerors. They are ſituated to the Weſt of *Africa*, over-againſt the Kingdom of *Morocco*, being eighty Leagues diſtant from that Coaſt, and till lately were counted only ſeven in Number, of which the principal is called the *Grand Canary*; the other ſix are, *Palma*, *Ferro*, *Gomera*, *Teneriffe* (ſo famous for its Peak, or Mountain, ſuppoſed to be the higheſt in the World) *Fuente*, *Fortaventura*, and *Lancerotte*; but for ſome few Years paſt, *Clara*, *Lobos*, *Gracioſa*, *Roca*, *Alegranza*, and *Infiermo*, have been diſcovered and added. The Soil of theſe Iſles is extremely fertile in all Sorts of Grain, Fruits and Legumes, particularly in thoſe excellent Wines, ſo much eſteemed over all *Europe*, where ſo large a Quantity is yearly tranſported: Mr. *Savary* ſays, that between us and the *Dutch*, an annual Export is made from thence of above thirty thouſand Tons of this pleaſant Cordial; and though I am convinced that the Quantity is very large, yet I cannot think it amounts to ſo much; Sugar is alſo cultivated here in Abundance, and in the *Grand Canary* only, twelve Mills are employed in grinding the Canes, and in Proportion on the other Iſles, ſo that here may be as much, or near as much made, as there is at *St. Thomas*'s; the other Goods extracted from theſe Iſles are Honey, Wax, Goats Skins, Pitch, or Black Gum, diverſe Sorts of Fruit, Sweetmeats, Poultry, great and ſmall Cattle, with a large Quantity of *Canary* Birds, which, though ſeemingly a trifling Article, it ſwells the Amount of their Trade very conſiderably.

The *Engliſh*, who trade more here than all the other Nations put together, in a manner ſupply theſe Iſlands with all the *European* Goods they want, which conſiſt in Clothes, ordinary Camblets, Bays, moſtly Blacks, and emerald Greens, Anaſcotes, black and white, Sempitunas, moſt blues, Lamparillas of all Colours, worſted Stockings, wove and knit, Hats, Gogonelles, Linen from *Holland* and *Hamburgh*, of two or three Sorts, other fine and coarſe Linens, all Numbers of Thread, Houſhold Furniture, ſuch as Eſcrutores, Cheſts of Drawers, Chairs, &c. Horſe Harneſs, Pewter, Mercery, and hard Wares; *Iriſh* Hides, all Sorts of Silks, (though moſt of theſe are now ſupplied from *Spain*) Men and Women's Silk Stockings, Ribbons, Wheat, Barley, Flour, and all Sorts of Pulſe, Herrings, Pilchards, Beef, Pork, Butter, Cheeſe, and Candles; with all which the other Iſles are ſupplied from *Teneriffe*.

And the *Engliſh* take in return the *Malvoiſe* and dry Wines made here, of which in a good Year, *Teneriffe* only, produces above thirty thouſand Pipes (one third *Malvoiſe*) and *Palma* and *Ferro*, between fifteen or ſixteen thouſand Pipes each.

I have already mentioned under the Trade of *Spain*, the Nature of the Galleons and Flota; and to this I ſhall now add, that beſides thoſe, ſeveral Ships are permitted annually to ſail from the *Spaniſh America*, under the Limitations of carrying their Products with them, or returning with no other Commodities, than thoſe of the Growth of that Country, and out of theſe Silver and Cochineal are excepted; however, they find Means to evade theſe Reſtrictions, both going and coming, and the *Engliſh* have always Warehouſes of Goods here to ſupply the Demands made on ſuch Occaſions; theſe Ships have a Right to proceed to all the *Spaniſh* Ports in that Part of the World, except *Vera Cruz*, *Carthagena*, and *Porto Bello*.

Of St. Helena.

THIS Iſland is ſituated in the Weſtern Part of the *Ethiopian* Sea, in ſixteen Degrees, twelve Minutes South Latitude, almoſt four hundred Leagues from

from the Coaſts of *Angola*, and thoſe of *Brazil*, tho' ſomething nearer *Africk* than *America*, and therefore Geographers have placed it to the former.

The *Portugueſe* diſcovered it in 1508, and left it, as one may ſay, for a Place of Shelter and Reſort, common to all Nations, who ſhould trade to *India*; after which the *Dutch* ſettled, and abandoned it for the more commodious Situation of the Cape of *Good-Hope*, and the *Engliſh* have poſſeſſed it ever ſince; but as it affords nothing for Trade, more than the Refreſhments to the Ships that call there, I ſhall not add any thing to what I have now ſaid about it.

Of Socatara, *or* Zoccotara.

SEATED at the Mouth of the *Red* Sea, commonly called the Streights of *Babel-Mandel*, is the laſt of the *African* Iſles towards the Eaſt, and neareſt to the Continent of *Aſia*. This Situation placing it almoſt equidiſtant from theſe two Parts of the World, renders it very convenient for Ships that come from *India*, *Madagaſcar*, *Moſambique*, or *Melinda*, to trade with *Arabia-Felix*, or with *Aden*, *Mocha*, *Mecca*, and other Cities of the *Red* Sea. It produces, beſides good Refreſhments of all Sorts, Aloes (the beſt in the World) Ambergreaſe, Indigo, Civet, Incenſe, Dragons Blood, and other Medicinal Gums, Rice, Tobacco, and Dates, of which latter they have ſuch Quantities, as to ſerve them inſtead of Bread. All theſe Commodities, the Natives either ſell to Foreigners, who touch there, or truck them againſt other Products of *Europe*, or *India*.

Of Malta.

THIS Iſland, ſituated in the *Mediterranean* Sea, between *Tripoly* (in *Barbary*) and *Sicily*, is leſs known for its Trade, than for being the Habitation of the Military Order of *St. John of Jeruſalem*, who have poſſeſt it ever ſince 1530; the Commerce of it is, however, pretty conſiderable, not by what it produces, as it is hardly better than a Rock, and conſequently cannot furniſh the Inhabitants with the Neceſſaries of Life, much leſs for the Support of a Traffick with Foreigners, by Way of Barter and Exchange; but this is done by the Importation of many *Engliſh*, *Dutch* and *Italian* Ships, who carry here all Sorts of Goods for the *Malteſe* Uſe, or are freighted by their Merchants to load Corn, *&c.* in *Italy*. The Iſland, however, produces Cotton in Plenty (of which the Natives make the fineſt Stockings and Women's Gloves I ever ſaw) Wax, and Honey, the laſt being of a ſuperior Quality to what comes from other Parts, is greatly eſteemed, and was the Motive for giving the Iſland its Latin Name of *Melita*.

Of the Trade of Aſia.

THIS is one of the largeſt and richeſt Parts of the World, whoſe Northern Bounds is the *Scythian* Ocean (or the Sea of *Tartary*) its Eaſtern the *Oriental* Ocean, the *Indian* Sea to the South, and to the Weſtward, the *Red* Sea, the Iſthmus of *Suez*, the *Mediterranean*, the Canal of the *Black* Sea, the *Pont-Euxin*, the Sea of *Zabache*, the *Don*, and the *Oby*; being from Eaſt to Weſt about ſeventeen hundred and fifty Leagues, and from North to South near fifteen hundred and fifty.

Many Nations of this vaſt Continent, eſpecially thoſe who live in the Middle of it, and thoſe of the *Northern* Ocean, are very little known to us, and if we except the *Muſcovites*, who poſſeſs a Portion, and whoſe Caravans, ſince the Reign of the Czar *Peter Alexowitz*, regularly depart every Year from *Peterſburgh* to *China*, and traverſe ſome Part of it, it may be ſaid, that the *Europeans* have no Trade there, and have only uncertain and fabulous Accounts of theſe Countries.

Though it is not ſo, with reſpect to the Southern and Eaſtern Coaſts of *Aſia*, of which I ſhall now briefly ſpeak, as they follow, from *Mocha*, the richeſt and moſt trading City of *Arabia-Felix*, to *China*, where the *Europeans* generally terminate their Voyages and Commercial Enterprizes; reſerving nevertheleſs, the Liberty to make ſome Excurſions within Land, particularly for what regards the Trade of *Perſia*, the Empire of the *Grand Mogul*, that of *China*, the Kingdom of *Siam*, and ſome others; which, however, I ſhall touch on with the utmoſt Brevity. Afterwards I ſhall run over that great Number of Iſles lying in the Eaſt, whoſe Commerce in Spice, and other precious Commodities, is rendered ſo famous, and annually attract ſo great a Number of Ships, as well from all the *European* as *Indian* Nations.

With reſpect to the Eaſtern Coaſts of *Aſia*, which are waſhed by the *Mediterranean*, *Black* Sea, and the *Archipelago*, I ſhall excuſe ſaying any thing more about them here, having before joined this Commerce to that of *Europe*, to which my Reader may have Recourſe, particularly where the Trade of *Conſtantinople*, *Caffa*, *Aleppo*, *&c.* is treated of.

I ſhall therefore begin this Traffick of *Aſia*, with the Cities of *Arabia-Felix*, ſeated on the *Red* Sea, or in the *Ocean*, near its Mouth; as *Mecca*, *Mocha*, *Aden*, and ſome others; and afterwards enter the Gulphs of *Ormus* and *Baſſora*; where we find *Baſſora*,

Ormus, *Gameron*, (or *Bender-Abaſſi*) dependant on the Empire of *Perſia*, which we ſhall viſit even to its Capital.

The Coaſts of *India*, both on this, and on the other Side of the *Ganges*, will afterwards follow, and then ſurvey thoſe of the *Grand Mogul*, eſpecially in the Kingdom of *Guzurate*, where are ſeated *Amedabath*, *Cambaye*, *Surat*, *Daman*, &c. After them, *Bengal*, *Decan*, (of which *Goa* is the Capital) *Malabar*, (of which the chief Cities for Trade, are *Calicut*, *Cranganor*, and *Cochin*) the Coaſt of *Coromandel*, (which has *Narſinga* and *St. Thomas*) the Kingdom of *Golconda*, thoſe of *Pegu*, *Siam* and *Tanaſſerim*.

In fine, *Malacca*, *Cochinchina*, *Tonquin*, and *China*, with which I ſhall finiſh the Trade of this vaſt Continent.

The *Aſiatick* Iſles, whoſe Trade I here propoſe to treat of, are the *Maldives*, which firſt preſent themſelves in the direct Route from *Europe* to the famous Cape *Comorin*; thoſe of *Ceylan* and *Manar*, which almoſt touch the Cape. The three Iſles of the *Sund*, *viz.* *Sumatra* (in which is the Kingdom of *Achen*, and ſeveral others) *Java*, ſo celebrated for that of *Bantam*, and yet more for the famous City of *Batavia*; and the Iſle of *Borneo*. The *Philippines*, called the *Manilles*. The *Moluccas*, ſo fruitful in Spice. The *Ladrones*, which are in the Track from *America* to *India* by the *South Seas*, and the Iſles of *Japon* (or *Japan*) from whence all *European* Nations are excluded except the *Dutch*. And as I have already occaſionally mentioned ſomething of the *Eaſt-India* Trade, I ſhall avoid repeating it here, but only now add, what I before omitted concerning it. And previous to my Entrance on this propoſed Detail, I ſhall ſpeak a Word concerning *Burſa*, which was omitted in the Article of the *Levant* Trade.

Burſa, which was the Capital of the ancient *Bythinia*, is ſtill one of the fineſt and largeſt Cities in the *Grand Seignor*'s Dominion, ſeated on the Sea of *Marmora* in *Natolia*.

Its Caravanſeras (or Inns) are vaſt and commodious, and its *Bezeſtan*, with its rich Shops, reſembles the Salons of a Palace, by the Quantity of Merchants, and Goods exhibited to view there. The moſt able Workmen of all *Turkey*, are at *Burſa*, its Manufactures of Silk Stuffs are admirable; but its Carpets and Tapeſtry, worked on Deſigns ſent from *France* and *Italy*, are above all eſteemed. Silk is gathered here in Abundance, and of the beſt Quality that the Eſtates of the *Grand Seignor* produce; here is alſo ſome Gum Adragant, but this is collected at *Caraiſſai* (or *Chateau Noir*) about four Days Journey from this City.

The Trade of Arabia.

THIS Part of *Aſia* has at leaſt thirteen thouſand Leagues Circuit, and is divided into *Arabia Deſerta*, *Arabia Petrea*, and *Arabia Felix*, this laſt, which is almoſt as big as the other two, and which it alſo ſurpaſſes in Riches and Number of Inhabitants, is beſides diſtinguiſhed for its Commerce, which is one of the moſt conſiderable in all the Eaſt.

Its chief Cities, and thoſe moſt noted for Trade, are *Mocha*, *Hidedan*, *Chichiri*, *Zibet*, and *Ziden* on the *Red* Sea; *Aden*, *Fartack*, and *Maſcate*, on the *Ocean*, or *Arabian* Sea; *Babr*, *Barhem*, and *El-catif* in the Gulph of *Baſſora*; in fine *Baſſora* at the Bottom of this Gulph; but as this laſt is in *Arabia Deſerta*, I ſhall deſcribe it when I come to treat of that Province.

I might here add *Mecca* and *Medina*, Places which the *Mahometan* Zeal has ſeparated as holy, and which are alſo rendered famous for the immenſe Riches annually brought here by five Caravans, partly through the Devotion of Pilgrims, and partly by the Merchants for Trade; but the Entrance into theſe two Cities being prohibited on Pain of Death to any Chriſtian, and the *Europeans* conſequently having no Commerce here, I ſhall content myſelf with informing my Reader, that the Buſineſs which the *Muſſelman* Nations of *India* and *Africk* carry on here, is by *Ziden*; this being properly the Port of *Mecca*, altho' it is at leaſt twenty-five Leagues diſtant; and by *Mocha*, which ſerves as its Storehouſe, or Staple.

Mocha, ſituated at the Entrance of the *Red* Sea in thirteen Degrees eighteen Minutes of North Latitude, is at preſent a City of the greateſt Commerce in all *Arabia-Felix*, where it was transferred to from *Aden*, about the Middle of the 16th Century. There are hardly any Maritime Nations, either of *Europe*, *Aſia*, or *Africa*, who do not ſend Ships to *Mocha*; the *Engliſh* and *Dutch* generally ſend theirs here, from the Places in *India* where they are ſettled, as the *French* did when their Commerce was moſt flouriſhing, but they now go there directly. The other Veſſels brought here by every Mouſſon, which are often fifty or more in Number, commonly come from *Goa*, *Diu*, *Touvel*, *Dabul*, *Goga*, *Calicut*, *Achen*, *Maſulipatan*, *Negeva*, *Promiens*, *Cadts*, *Moſambique*, *Melinda*, and *Ethiopia*, all loaden with the richeſt Products of the Places from whence they ſail, or that their Freighters have collected from the moſt remote Parts of the Eaſt, as from *China* and *Japan*; beſides which Maritime Trade, a very great and rich one is carried on by Land, by means of the Caravans from *Aleppo* and *Suez*, that arrive in the Month of *March*.

They

They are commonly two Months on their Journey, and generally join on entering *Arabia*, making Part of thoſe that conduct the Pilgrims to *Mecca* and *Medina*, but which, till then, are only compoſed of Merchants and Goods.

About a thouſand Camels ſerve for to tranſport theſe Merchandizes, Eatables, and other Neceſſaries for the Merchants, and the Troops which go as an Eſcorte to defend them againſt the *Arabs*; and theſe Caravans are eſteemed indifferently rich, if they carry leſs in ready Money, than two hundred thouſand Dollars, and a hundred thouſand Ducats of Gold, either *Hungarian*, *Venetian*, or *Mooriſh*; and this is only to be underſtood of what is entered at the Cuſtomhouſe, there always being as much more unregiſtered, and carried by Stealth, to ſave the Duties, which are very conſiderable. The Goods which theſe Caravans convey, are Velvets, Sattins, Armoiſins, Gold, *Levant* Stuffs, Camblets, Cloths, Saffron, Quickſilver, Vermillion, and Merceries from *Nuremburg*. The Royal Ship (loaded yearly for the *Grand Seignor*'s Account) from *Suez*, brings alſo the ſame Commodities as the Caravans, with the Addition of ſome *Muſcovy* Hides, Pewter, Fonwa (a Drug to dye Scarlet) and about four hundred thouſand Dollars, though but fifty thouſand Ducats

The Goods which the Caravans, Royal Ship, and other foreign Veſſels load at *Mocha*, in return of thoſe brought there, are partly the Products and Manufactures of *Arabia*, and partly what has been introduced by Ships from *India*, *Africk*, and *Europe*. The *Arabians* furniſh but little towards this Commerce of their own Manufactures, as they have only ſome Cotton Cloth, and this but coarſe; though in Recompence of the ſaid Defect, their Growths ſupply many valuable Commodities, as Incenſe, Myrrh, and Ambergreaſe, Aloes, Balm, Caſſia, Dragons Blood, Gum Arabick, Coral, and a Quantity of Plants, both Medicinal and Odoriferous, precious Stones, eſpecially *Baharem* Pearls, but above all, Coffee, which beſides being of the beſt Quality, is ſo plenty, as to load many Ships with it yearly, of which this Port is generally full from all Parts, and under all Colours, as from *Surat*, *Cambaye*, *Diu*, *Malabar*, and all Places in *India*; here are alſo Veſſels of *Caſſen*, *Socotra*, *Maſcate*, and all the Gulf of *Perſia*; and of the *Europeans*, *Engliſh*, *French*, *Danes*, and *Portugueſe*; and beſides the Merchants of the abovementioned Nations, this is the Rendezvous of many from *Barbary*, *Egypt*, *Turkey*, and all *Arabia*, and may properly be termed a general Magazine, where the Merchandizes of an univerſal Trade are depoſited.

Aden, formerly enjoyed all the Advantages in Trade, that *Mocha* now does, by a transfer from the other; and is the only Port that the *Grand Seignor* has upon the Ocean; its Situation near the Mouth of the *Red* Sea, renders it a Harbour common to both, which ſtill attracts a conſiderable Trade from the *Arabians*, *Perſians*, and *Indians*, as it ſome time ago did from the *Dutch*, till their own Plantations of Coffee proved almoſt ſufficient to ſupply their Demands, and conſequently ſlackened their Intercourſe with other Nations for it.

Chichiri, or *Chiriri*, is ſeated higher than *Aden* in the *Perſian* Gulph, and is the firſt City in *Arabia Felix*, where the *Dutch* uſed to trade before their correſponding with *Aden*.

This City has an *Emir*, or *Arabian* Sultan for its Sovereign, although Tributary to the *Turks*, to whom he pays annually four thouſand Dollars, and twenty Pounds of Ambergreaſe. The Veſſels from *India*, *Perſia*, *Ethiopia*, and the Iſlands of *Comorre*, *Madagaſcar*, and *Melinda*, are thoſe that moſtly frequent this Place, whoſe Imports and Exports being ſimilar to thoſe of *Aden*, a Repetition of them here is ſuperfluous.

Maſcate is a City in *Arabia Felix*, ſituated to the Weſtward of *Mogol* in the Gulph of *Perſia*, in the Latitude of twenty-three Degrees thirty Minutes North, directly under the Tropick of *Cancer*, and is a Place of greater Trade than any other near the Gulf of *Ormus*. The Pearl Fiſhery had by the Iſle of *Baharam*, in the Months of *June*, *July*, and *Auguſt*, is alone capable of enriching the City greatly; but beſides this, it has the Advantage of being a Depoſitory of all the Drugs, and Merchandize of *Arabia*, tranſported from hence to *Perſia*, *Egypt*, *Syria*, the *Indies*, and even to *Europe*.

Caſſen has its Port open and expoſed to the Eaſt Wind, though ſheltered from the Weſt; its Trade is but inconſiderable, and this under the King's immediate Direction; ſome Veſſels come here with Rice, Dates, and a ſort of Cloathing made of Hair in *Perſia*, which Goods are exchanged for Oliban, Aloes, and Butter: and the propereſt time for this Commerce is in the Months of *May*, *June*, and *July*.

Ser: The Trade of this City, (not far from the laſt mentioned) is very conſiderable; its Inhabitants are friendly to Strangers, and its Port being a very good one, attracts Ships from ſeveral Parts, eſpecially from *Maſcate*, *Gameron*, *Surat*, *Gallo*, and other Places on the Coaſt of *Ethiopia*; the Merchandizes exported from hence are, Butter, Myrrh, Slaves, Oliban, Aloes, and all other Drugs that *Arabia* produces.

Moſeck,

Moſeck, diſtant from *Mocha* about ten Leagues, has loſt its Trade by the Proximity, and now hardly deals in any thing but Salt.

Hodeeda, is an Iſle in the Latitude of fourteen Degrees fifty Minutes, that has a Creek proper for the Conſtruction of Ships, and a ſecure Port; theſe Advantages draw a tolerable good Trade here, particularly in Coffee, brought from *Zidda*, *Mocha*, and other Parts.

Gezeon: The Pearl Fiſhery renders this Place famous, and its Trade flouriſhing, of which the *Banians* have the Direction, with very conſiderable Profits.

Ferſharn is an Iſland about three Leagues diſtant from *Gezeon*, which, beſides the Pearl Fiſhery, has a great Trade in Wheat, with which it ſupplies all Parts of *Arabia*.

Judda, or *Zidden*, this is properly (as has been before obſerved) the Port to *Mecca*; its Trade conſiſts chiefly in Coffee brought here by the *Arabians*, and bought by the *Turks*, who take it off, almoſt all, though here are alſo Merchants of *Mogol*, *Perſia*, and ſeveral Places on the Coaſts of *Ethiopia*.

Of the Trade of the Gulph of Perſia.

THIS Gulph, called alſo the Gulph of *Ormus*, (from the Iſle of *Ormus* a very little Diſtance from its Entrance) Gulph of *Baſſaro*, (from a City of this Name in *Arabia Deſerta*, at its other Extremity) and the Gulph of *El-Catif*, (from a Kingdom in *Arabia Felix*, extending along the Coaſt, oppoſite to that of *Perſia*) is equally celebrated for its Pearl Fiſhery, near the Iſle of *Baharem*, as for its great Commerce with all the *Oriental* and *European* Nations, who ſend their Ships either to *Bender-Abaſſi*, or *Baſſora*.

The City and Iſle of *Ormus*, although quite fallen from its former Luſtre, and entirely deſtroyed by Order of *Cha-Abas*, after his retaking them from the *Portugueſe*, merits however to be mentioned, as due to the Memory of what they once were, and the Rank they for a long Time maintained among the moſt trading Iſles and Cities of *Aſia*.

This Iſle, ſeated in the *Perſian* Gulph, pretty near its Mouth, and two Leagues from the Coaſt of *Perſia*, has little more than twenty Leagues Extent, yet it bore for a conſiderable Time the Title of a Kingdom, with its own Monarchs, Tributaries however to the King of *Perſia*.

The *Portugueſe*, who judged this Port neceſſary to their infant Commerce in the *Indies*, took it in 1507, and hereby ſhut up the Entrance to *Perſia* againſt all other Nations, as no Perſon was henceforward permitted to traffick there, without their Paſſport, or under their Colours; and whilſt they of all the *Europeans*, remained Maſters of the *Indian* Trade and Navigation, the *Perſians* did not find themſelves in a Condition to ſhake off this Yoke, which theſe new Comers had put on one of the moſt famous Empires of *Aſia*. But the *Dutch*, having followed the *Portugueſe* to *India* in the latter End of the ſixteenth Century, and the *Engliſh* at the Beginning of the Seventeenth; the Emperor *Cha-Abas* valued himſelf on the Aſſiſtance of the latter, to drive his Enemies from their Iſle, which they were obliged to ſurrender in 1622, having loſt, as they pretend, at its Taking, more than ſix or ſeven Millions in Merchandize, and other Effects.

Gameron, *Gamron*, or *Gombrown*, the Port of all *Perſia*, and perhaps of *Aſia*, where the greateſt Trade is tranſacted, was quite diſregarded, till the *Portugueſe* were drove out of *Ormus*; as before that Occurrence, this was only a ſmall Village with about fifty miſerable Huts, where the *Portugueſe*, however, kept twenty-five or thirty armed Barks, on Account of the Goodneſs of its Port, and to maintain their own Commerce, and hinder that of others.

Cha-Abas fortified the Port, and began to build the City, and by Privileges and Immunities drew Trade here, changing its Name, and calling it after his own. This Port is open to all Nations, except the *Spaniards* and *Portugueſe*; and here are ſeen, *Perſians*, *Arabians*, *Indians*, *Banians*, *Armenians*, *Turks*, *Jews*, *Moors*, *Engliſh*, *French*, and *Dutch*.

The trading Time is from the Month of *October*, (when the great Heats are over) to the Month of *May* (when they recommence) and at this Seaſon the Ships of all the *Europeans* eſtabliſhed in *India* arrive, and many others appertaining to *Indians* and *Moors*; and by Land at a fixt Day, are ſeen coming in here, diverſe Caravans of Merchants, from *Iſpahan*, *Schiras*, *Laon*, *Aleppo*, *Bagdat*, *Herat*, *Baſſora*, &c.

The *Engliſh* began their Trade to *Perſia* in 1663, and were ſo much the better received, as the *Grand Abas*, then formed the Deſign of engaging their Aſſiſtance to diſlodge the *Portugueſe* from *Ormus* and other Parts, and for that Purpoſe entered into a Treaty with our Countrymen, that entitled them to many Privileges, which have however been very ill obſerved; for as ſoon as the *Perſian* Monarch had his Turn ſerved, he forgot, or rather ſlighted his Engagements; and though he ſtill continued to prefer the *Engliſh*, it was not in the manner, nor to the Degree, as was promiſed, or their Services deſerved.

They now carry to *Perſia* Silver, a large Quantity of

of Cloth, Pewter, Steel, Indigo, Silk Stuffs, and the fineſt and moſt beautiful *Indian* Cottons.

The *Dutch* Cargoes conſiſt of *Spaniſh* Dollars, and Rixdollars, Goods that they receive from *Europe*, and what they collect from their different Settlements in *India*, but above all Spices, with which they ſupply all *Perſia*; Siampan, Anis, and Santal Woods, Ginger, Indigo, Vermillion, Incenſe, Benzoin, Quickſilver, Lead, Pewter, Copper, coloured Cloths and Linens.

The *Indian*, *Arabian*, and *Mooriſh* Veſſels are loaden with the Products and Manufactures of their Countries; and the Goods that come by the Caravans, conſiſt in various Gold and Silver Stuffs, Velvets, Maffeties, Porcelain, Feathers, *Morocco* Leather, Wool, Brocades, Carpets, *Turky* Camblets, and other ſlighter ones from *Arabia*, Medicinal Drugs, Dragons Blood, Manna, Myrrh, Incenſe, Raiſins, Dates, *Barcun* Horſes, but particularly in raw Silk, which is the greateſt Article in the *Perſian* Trade; here are alſo found Turquoiſes, and Pearls, of which latter I ſhall have Occaſion to ſpeak more hereafter.

All Nations trading to *Gamron*, have their Houſes, and Magazines here; thoſe of the *Engliſh*, *French*, and *Dutch*, having more the Air of Palaces than Merchants Offices and Habitations, and are ſeated along the Sea Side, which is very convenient for the loading and delivering their Ships, as they arrive.

Perſia has ſtill ſome other Ports in its Gulph, but much leſs conſiderable than *Bender-Abaſſi*, which has attracted almoſt all the Commerce of theſe Parts.

Congre, or as ſome call it *Bender-Congo*, or *Bender-Erric*, is alſo in ſome Reputation, and Strangers ſend their Ships, or conduct their Caravans here; the chief Trade is however in Pearls, and Boles for dying and painting Green and Red, which are gathered from little Hills of theſe Colours, in a Mountain a few Leagues from the City, called by the Natives *Chiampa*.

Baharem, is an Iſland in the *Perſian* Gulph, ſeated over-againſt the Coaſt of *Arabia* (from which it is but a little diſtant) belonging to the King of *Perſia*. The Soil is fertile, and produces plenty of Fruit, particularly Dates, though the Water has ſo bad a Taſte, that Strangers cannot uſe it, and the Divers who frequent this Place, are obliged to ſeek it elſewhere. It is not the Fertility of the Iſle, nor the Trade carried on here, that renders it ſo famous in all the Eaſt, and obliges the *Perſians* to have a Citadel, and to keep a Garriſon of three hundred Men here; but the Pearl Fiſhery, which is near it, produces at leaſt a Million yearly.

This Fiſhery begins with *June*, and ends with *September*, in which Pearls of a large Size are ſometimes taken, even to the Weight of fifty Grains, though in common from ten to twelve; and thoſe that exceed this, ought to be ſeparated for the King, tho' herein he has not always juſtice done him.

Baſſora, or *Balſora*, is ſituated on a River named by the *Arabians Schat-el-Arab*, which is formed by the Union of the *Euphrates* and *Tigris*, that join a good Day's Journey above this City, and ſo united, empty themſelves into the *Perſian* Gulph, twelve Leagues below it. This Place is rich, and of greater Trade than any one in *Arabia Deſerta*; and its Poſſeſſion having been for a long time diſputed by the *Arabians*, *Perſians*, and *Turks*, theſe latter remained Maſters of it.

Baſſora, like *Bender-Abaſſi*, gained conſiderably by the Deſtruction of *Ormus*, and here are now ſeen Ships from all Parts of *Aſia*, and *Europe*, and eſpecially among theſe laſt, the *Engliſh* and *Dutch* make a conſiderable Figure, they having their Factories here, to tranſact their Buſineſs, and diſpatch their Letters by Land, which is done by the Way of *Damas* and *Aleppo*. The *Portugueſe* alſo have a Settlement here, though to very little Purpoſe.

Almoſt all the Trade paſſes through the Hands of *Indians*, *Perſians* and *Armenians*. The Caravan of *Baſſora* is one of thoſe that carry to *Bender-Abaſſi* a Part of thoſe rich Goods, with which that Trade is ſupported: And the ſame Caravan brings back on its Return, the Products of *India*, *China*, *Japan*, and *Europe*, of which *Bender* is (as has been obſerved) a Depoſitory, Staple, or Storehouſe for *Perſia*, and the three *Arabias*.

Beſides this Commerce with *Bender-Abaſſi*, and that which *Caſſora* maintains on the Sea Coaſt with the *Indians*, *Moors*, and *Europeans*, whoſe Ships arrive here every Mouſſon; this City has alſo a very conſiderable one with *Bagdat*, which is not at a great Diſtance, and is commodiouſly ſeated for a Tranſportation of its Commodities by the *Tigris*; and the ſame with *Aleppo*, and the reſt of the *Ottoman* Empire in *Aſia*, from whence Caravans ſet out, and a Part of them always deſtined for *Baſſora*.

We might alſo place in the Number of thoſe Things that render this Trade flouriſhing, the paſſing here of the *Perſians*, in their Pilgrimage to *Mecca*, who commonly take this Rout, and not only pay large Duties to the *Turkiſh* Baſhaw, but alſo exchange or ſell a Quantity of Goods here, which they bring in their little Caravans going and coming.

Of

Of the inland Commerce of Perſia, *and the States dependant on it.*

TRADE is regarded as an honourable Profeſſion in *Perſia*, where the Name of a Merchant is eſteemed a ſort of a Title of Diſtinction, and ſomething reſpectable; the Noblemen, and even the Sovereign himſelf, do not diſdain to exerciſe the Function, and to have Warehouſes, *&c.* for carrying it on.

The Empire of *Perſia* is of ſo great an Extent, and its Provinces are generally ſo rich and abundant, that the Aſſertion of its Trade being one of the moſt conſiderable in *Aſia*, has nothing ſurprizing or incredible in it.

Iſpahan is as the Center of this Commerce; it is from thence that the Caravans ſet out for carrying the Goods to *Bender-Abaſſi*, which the Factors of foreign Nations reſiding here, have purchaſed for Shipping. And it is here, where many yearly arrive, both from within and without the Kingdom, as from *Schiras*, *Laor*, *Aleppo*, *Bagdat*, *Herat*, *Baſſora*, and all thoſe from the *Levant*; and there are few Cities, where Trade attracts ſo large a Number of Strangers as this; of which the moſt conſiderable are the *Armenians* of *Zulfa*, a Colony which *Abas le Grand* eſtabliſhed in one of the Suburbs; and the *Indians*, of which here are more than a thouſand, who have their Shops in the *Meidan* (or Market) next the *Perſians*.

Here are alſo ſettled (though leſs numerous) *Engliſh*, *French*, *Dutch*, *Italians*, *Spaniards*, *Tartars*, *Arabians*, *Turks*, *Georgians*, *Perſians* (from all the Provinces of the Empire) and *Jews*.

There are no ſorts of Goods, which may not be found in *Iſpahan*; but the greateſt Trade it drives is in Silk, of which an almoſt incredible Quantity is annually gathered in *Perſia*. The Provinces which produce moſt, are *Guillan*, *Meſandaran*, *Media*, *Bactria*, *Carmania*, and *Georgia*, which altogether may produce about twenty-two thouſand Bales (of two hundred and ſeventy-ſix Pounds each) with an Appearance of its yearly encreaſing.

This Silk is diſtinguiſhed in four ſorts, *viz. Chirvan* (ſo called from *Chirvan* in *Media*, near the *Caſpian* Sea, and in *Europe Ardaſſe*) *Karvary*, or *Legis*, (gathered at *Legiam*, a ſmall Town of *Guillan*) *Ked-Coda-Penſend*, or *Bourgeoiſe*, and *Charbaſſe*, or *Brocard*. Of all which Silks, it is ſaid not above a thouſand Bales are uſed in the *Perſian* Manufactories, and the reſt ſold for Tranſportation to *Turkey*, *India*, and all Parts of *Europe* and *Aſia*.

The Manufactures of Stuffs in *Perſia* are on a footing with thoſe in *Europe*, excepting Cloths, of which here is no Fabrick eſtabliſhed, and the *Perſian* Manufacturers make of Felt (which they underſtand the working up, as well as any People) ſome Cloaks, and common Carpets to cover the fine ones, for which they are juſtly ſo famous.

A very great Trade is drove in *Perſia* with Cloths from *Europe*, brought by the *Engliſh* and *Dutch* to *Gamron*, among which are likewiſe ſome *French*, more eſpecially thoſe of *Berry* and *Uſſeau*.

The Stuffs that the *Perſians* moſt commonly make in their Manufactures, are of Wool, Cotton, Goats and Camels Hair, and above all Silk, with which they very often mix the three laſt Materials. The ſpinning, winding, and milling, are ſimilar to what is practiſed in *France* at *Lyons* and *Tours*, and the *Perſians* are intelligent in the uſe of the Diſtaff, Spindle, Reel, and Mills, which ſerve in the ſaid two Cities, for the Silk's Preparation.

The Stuffs they make of pure Silk, are Taffeties, Tabbies, Sattins, Gros de Tours, Turbants, Ribbons, and Handkerchiefs. They make alſo Brocades, Gold Tiſſues, and Gold Velvets, of which laſt ſort ſome coſt fifty *Tomans* the *Gueſe*, or *Perſian Aun*, which comes to about five Pounds Sterling *per Engliſh* Yard, and is certainly the deareſt in the World. The fineſt *Perſian* Carpets are made in the Province of *Kirman*, eſpecially at *Siſtan*; and among the Stuffs made of Silk only, there are many painted with various Deſigns, and ſome heightened with Gold and Silver, applied with Moulds and Gum Water, which they underſtand ſo well performing, as to make them almoſt appear true Brocades.

The Woollen Manufactures, or thoſe of Camels Hair, are for the moſt Part eſtabliſhed at *Yeſde*, *Kirman*, and *Mongnay*; the Wools of *Kirman* being the fineſt in the World. The Goats Hair Stuffs are made in *Hyrcania*, and reſemble Baragons, the fineſt coming from *Dourak* in the *Perſian* Gulf.

The other Goods, which the *Perſians* ſend abroad beſides their Silks and Stuffs, are Porcelanes, Feathers, *Morocco* Leather, Cotton Wool, or Thread, Chagrin of all Colours, Tobacco, Galls, Matts, Baſkets, Things wrought in Box, Iron and Steel of *Caſbin*, and *Koraſan*; Furs, Lapis Lazuli, (which comes from the *Uſbecks*, but of which *Perſia* is the Storehouſe) Perfumes, eſpecially Ambergreaſe and Muſk, (both Productions Strangers to *Perſia*, but found here in great Abundance, the one brought from *India* and the *Red* Sea, and the other from *Tibet*) Pearls from the *Perſian* Gulf, Turquoiſes, all ſorts of Spices brought by the *Dutch* to *Bender-Abaſſi*, Saffron the beſt

beſt in the World, particularly that from the Coaſts of the *Caſpian* Sea, and *Amadan*, Allum, Brimſtone, diſtilled Waters of Orange Flowers, Roſes, *&c.* Glaſs, Cryſtal, diverſe Animals Skins prepared at *Schiras*, Coffee brought there from *Arabia*. In fine, Variety of Medicinal Drugs and Gums, which either grow or are brought here; and among the Products of *Perſia*, and as Part of her Merchandize, the excellent Wines of *Schiras* and *Yeſd*, ſhould not be forgotten, as the *Perſians* do not conſume the whole themſelves (though the great Men here are very much given to Inebriety, notwithſtanding the Alcoran's Prohibition) but they are tranſported annually to a very conſiderable Value all over *Indoſtan*, and even to *China*. Piſtachoes and Almonds grow plentifully in *Yeſd*, *Caſbin* and *Sultania*; and of Camels, Horſes, Mules, and Lambs, large Quantities are yearly ſent into the Dominions of the *Grand Seignor*, *Indoſtan*, and other Parts of *Aſia*. All that has been here ſaid of the Trade of *Perſia*, muſt be regarded as a Deſcription of it, before the Revolution in 1721; and as the Troubles in that Kingdom ſtill continue, the Commerce there, is not only interrupted, but in a manner loſt, eſpecially to the *Europeans*, and muſt remain ſo, till Peace (the Parent of it) reſtores Tranquillity, and places Trade on the footing it formerly was.

Of Georgia *and* Mingrelia.

THERE is hardly any Country in all *Aſia*, more abundant in Cattle, wild and tame Fowl, Fruits, Wines, and indeed in all the Neceſſaries of Life, nor where they are in greater Perfection than in *Georgia*. Its Wines, particularly thoſe of *Teflis* its Capital, are tranſported to *Armenia*, *Media*, and even to *Iſpahan*, where a Quantity of it is always reſerved for the King's Table; Silk is gathered here in Plenty, but the *Georgians*, not underſtanding its Preparation, nor having hardly any Artificers among them to manufacture it, they carry it among their Neighbours, and drive a great Trade with it at *Arzerum* in *Turkey* and thereabouts.

The Lords in *Georgia* being Maſters of the Lives and Liberties of their Vaſſals, as the Fathers are of their Children, make the bad Uſe of their Power to ſell many thouſand of both Sexes yearly into Slavery, more eſpecially of the Females, who being all very beautiful, are purchaſed by the *Turks* and *Perſians* for their Seraglios, and this iniquitous Commerce is principally carried on by the *Armenians*.

Mingrelia does not traffick leſs in Slaves than its Neighbour Territory, as above twelve thouſand of theſe unhappy Wretches are yearly diſpoſed of in this manner, of which above three thouſand are purchaſed for *Conſtantinople*. The other Merchandizes that this Country produces, are Silk, Flax, in Linen and Thread, Linſeed, Hides, Martens, Skins, Caſtor, Box, Wax, and Honey of two ſorts, the one white and the other red, though both excellent; it is the *Turks* of *Conſtantinople*, and the Merchants of *Caffa*, *Gonia*, *Iriſſa*, and *Trebiſonde*, who carry on this Trade, and it it is common to ſee twelve Sail yearly from *Conſtantinople*, and more than ſixty Feluccas from other Parts, which bring here ſundry Goods and Proviſions, to truck againſt thoſe of the Country, as very little or no Money intervenes in theſe Negociations, or any that are tranſacted by the *Mingrelians*.

The Goods proper for this Exchange, are Bracelets, Rings, Glaſs or ſmall Necklaces, ſmall Knives, Pins, Needles, and other minute Mercery.

Brimſtone and Nitre, are found near *Teflis*, as a foſſile Salt is, in ſome Mines in the Road to *Erivan*. Olive Oil, is very dear, ſo that the Natives both eat and burn that of Linſeed, which is all the Uſe the *Georgians* make of this Plant, as they throw it away, when the Seed is gathered, though they might have excellent Flax from it, did they not prefer the Cotton Cloth to Linens.

Avogaſia, Part of *Mingrelia*, is abundant in Flax, Hemp, Pitch, Wax, and Honey, though this laſt is commonly bitter, by reaſon of the bees gathering it from the Box and Yews that grow here in Plenty. Vermillion is found in an almoſt inacceſſable Rock; and it is in ſeveral Parts of this Province, that the true Rhapontick is met with, which many take for Rhubarb, and what diſhoneſt Druggiſts ſell for it.

Of Armenia.

THIS Kingdom, after many Revolutions, was at laſt ſubjected by the *Turk* and *Perſian*; and as I have already treated of that Part belonging to the *Schah*, I ſhall now ſpeak of the other under the Dominion of the *Grand Seignor*, or at leaſt of the two principal Cities, which ſeem to have divided the Trade of all the reſt of the Kingdom between them.

Erzerum, or *Erzeron*, Capital of the Part of *Turkiſh Armenia*, is a City of very conſiderable Trade, conſiſting chiefly in Copper Plates, Diſhes, *&c.* Furs, Galls, Caviar, and Madder. The *Engliſh* drive a great Trade here, and have a Conſul, who lives in a very handſome manner.

Tocat is the ſecond City in *Turkiſh Armenia* for Trade, and is regarded as the Center of it for *Aſia*

Minor, where Caravans are inceſſantly arriving or departing; thoſe of *Diarbequis* are eighteen Days coming here, and thoſe from *Erzerum* but fifteen. Thoſe from hence to *Sinope* are but ſix Days going, and thoſe from *Burſa* twenty. The Caravans that go directly to *Smyrna*, without paſſing by *Angora*, or *Burſa*, are twenty-ſeven Days on the Road if with Mules, but forty if Camels are the Bearers; in fine, here are Caravans that go only to *Angora*.

The great Trade of this City conſiſts in Utenſils of Copper, as Kettles, Cups, Candleſticks, and Lanthorns, which the Artiſans here work very neatly, and theſe Commodities are ſent to *Conſtantinople* and *Egypt*; the Copper they make uſe of comes from the Mines of *Gumiſcana*, three Days Journey from *Trebiſonde*, and from that of *Caſtamboul*, ten Days Travel from *Tocat* towards *Angora*.

Here is prepared a Quantity of yellow *Morocco* Leather, which are carried to *Sampſon* on the *Black* Sea, and from thence to *Calas*, a Port of *Valachia*, where is alſo ſent ſome red ones; but theſe the Merchants of *Tocat* procure from *Diarbec*, and *Caramania*. Painted Linens are alſo a great Object of Trade here, and although they are not ſo handſome as thoſe of *Perſia*, yet the *Muſcovites* and *Crim Tartars*, for whom they are deſigned, are contented with them; and the Commerce of Silk is not inconſiderable here, though that of the Growth of the Place is all worked up here in ſlight Silk Stuffs, ſewing Silk, and Buttons.

Of the Commerce of Great Tartary.

THE *Tartars* are at preſent Maſters of a third Part of *Aſia*, and their Country (commonly called *Great-Tartary*, to diſtinguiſh it from the *Leſſer*, which is in *Europe*) is ſituated between ſeventy-five and an hundred and fifty Degrees of Longitude, and from thirty-eight to fifty two Degrees of North Latitude, theſe People now poſſeſſing all the North of *Aſia*, and are at preſent divided into three different Nations, *viz.* The *Tartars*, properly ſo called: The *Calmoucks*, and the *Moungales*; for though all thoſe *Pagans* that are diſperſed about *Siberia*, are without doubt deſcended from the *Tartars*, yet they are not now conſidered as a Part of them, but regarded as a ſavage People. The *Tartars*, particularly ſo named, inhabit the Weſtern Parts towards the *Caſpian* Sea, and are all *Mahometans:* The *Calmoucks* are in the middle of *Great Tartary*; and the *Moungales* near the *Oriental* Sea, but both Idolaters. The firſt are ſubdivided into many Branches; and the *Moungales* into Tribes, or Branches of Tribes: And *Great Tartary* does not belong to one Sovereign only (as many have believed) but is poſſeſſed by the Czar of *Muſcovy*, the Emperor of *China*, and by many petty *Chans*, or Princes, who reign over large Provinces.

This vaſt Country is under the fineſt Climate in the Univerſe, and of an extraordinary Goodneſs and Fertility; but as it is one of the higheſt Tracts of inhabited Land, it wants Water in many Parts, though waſhed by nine principal Rivers, *viz.* the *Amor*, *Schingal*, *Selinga*, *Jeniſca*, *Amu*, *Kheſell*, *Jaick*, *Irtis*, and the *Oby*, and therefore is only cultivated on their Borders, and this but juſt where Neceſſity drives the Inhabitants to; for the *Calmoucks* and *Moungales* never uſe any Agriculture, and only live on what their Cattle produce them; and their vagabond life is owing to this want of Farming, which conſtrains them to change their Habitations in Conformity to the Seaſons, occupying the Northern Country in the Summer, and the Southern in the Winter.

And the *Great Tartary* has this Particularity, that it produces no Trees of any Height, except towards the Frontiers, and there only in ſome few Places; for all that are found in the Heart of the Country are only Shrubs, not exceeding Man's Height; but in Recompence hereof, the Mountains furniſh the Natives with a large Quantity of wild Goats, white Bears, black Foxes, Ermines, Sables, and Gluttons, (a fleſh-eating Animal, a little ſmaller than a Wolf) whoſe Furrs with Rhubarb, Ginſeng Root, Silk, Wool and Muſk, conſtitute the Trade of the Northern, Eaſtern, and Southern Part of the Country; but the *Tartars*, which inhabit the Weſt, on the Borders of the *Caſpian* Sea, regard all Trade as a Matter beneath them, and glory in robbing the Merchants who paſs through their Territories, or at leaſt exact ſo on them, as to make them loſe all deſire of returning among them; and indeed, all theſe *Mahometan Tartars*, live on the Rapine and Spoil, which they pillage from their Neighbours, whether in Peace or War; in which they are very different from the *Calmoucks* and *Moungales*, who, although they are *Pagans*, live quietly on the Products of their Flocks, and offend no one, unleſs they are firſt moleſted: Of theſe ſome have fixed Habitations, though others have neither Towns nor Villages, but live in Tents, and wander from one Place to another, according as the Conveniency of Paſturage invites, and they all ſupport themſelves by equinine Food, as we do by that of Oxen and Cows, of which latter they rarely eat, but live chiefly on Horſe Fleſh, and make uſe of Mare's Milk, as the *Europeans* do of that of their Kine. The *Tartars* have ſo ſtrong a Paſſion for the

the Colour red, that not only their Princes and Ladies, but even the common People (through all the North of *Aſia)* would do more for a Piece of Stuff with this Dye, than for four times the Value in Gold and Silver.

The chief City of the Eaſtern, or *Nieucheu-Moungales* is *Naun*; that of the Weſtern, or *Calcha-Moungales*, *Argunſkoy*. The Kingdom of *Tangut*, or *Bagbargar*, is divided into two Parts, of which the Southern is properly called *Tibet*; this Kingdom is now in the Hands of the *Calmoucks*, and is the peculiar Patrimony of *Dala-Lama*, the Sovereign Pontiff of all the *Pagan-Tartars*, who by ſome has been confounded with *Preſter-John* (before ſpoken of.) The Capital of this Kingdom is *Barantola*, in whoſe Neighbourhood is gathered a Quantity of Rhubarb, *&c.* and at *Tarzinda* is a Mine of Gold extremely rich, at the foot of the Mountains, which ſeparate the Lands of *Contaiſch* from thoſe of *China*, to the Eaſt of the Deſerts of *Goby*, of which the *Chineſe* have taken Poſſeſſion, and have eſtabliſhed here ſome Colonies of the *Moungalians*.

The Kingdom of *Caſchgar*, or the *Little Boucharie*, is a fertile Country, and tolerably populous; it is rich in Gold and Silver Mines; but the *Calmoucks*, who are at preſent its Maſters, receive but little Benefit from them, as they live quietly on the Products of their Cattle, and never mind Gold nor Silver, that is to coſt them Trouble in its Acquiſition; however the *Bouchares*, who inhabit the Towns, collect a good deal of Gold Duſt in the Spring, in the Gutters, which the Torrents, occaſioned by the melting Snows, make on every Side of the Mountains, and carry it to *India*, *China*, and even as far as *Tobolſky* in *Siberia*. There is alſo found large Quantities of Muſk in the *Caſchgar*, and many ſorts of precious Stones, among which are Diamonds; but the Inhabitants have not the Art to cut or poliſh them, and therefore are obliged to ſell them rough.

The City of *Caſchgar*, which gives its Name to the Country, was once the Capital of the Kingdom; but ſince the *Tartars* have been in Poſſeſſion of it, it is greatly fallen from its priſtine Grandeur; however, it ſtill carries on ſome Trade with the neighbouring Countries, though little in Compariſon of what it did formerly.

Jerkeen is at preſent the Metropolis of the *Little Boucharie*, and is pretty large. It is the Staple of the *Indian* Trade with the North of *Aſia*, of *Tangut* with *Siberia*, and of the *Grand Boucharie*, with *China*, which renders it both rich and populous. If *Peter* the Great had lived a few Years longer, he would have endeavoured to eſtabliſh a Trade between this Place and his Territories, by means of the *Irtis*, which would have been very advantageous to *Ruſſia*.

Chateen, or *Chotan*, is to the Eaſt of *Jerkeen*, and at preſent in a flouriſhing Condition, by reaſon of the great Trade carried on here between the *Bouchares*, *Calmoucks*, *Indians*, and the *Tangutois*, and the extreme Fertility of the Soil.

The *Great Boucharie* (of which *Bouchara* is the the Capital) comprehends the *Sogdiana*, and *Bactriana* of the Antients, with their Dependancies, and is at preſent the beſt cultivated, and moſt populous of any Province in all the *Grand Tartary*.

With the *Mahometan Tartars* the Slaves are a conſiderable Object of Trade, for whoſe Capture they often make War with their Neighbours, keeping ſome for their own Service, and ſelling the reſt where they can; and this Commerce goes ſo far with ſome of them, that in Default of an Opportunity to make Slaves, they do not ſcruple to ſteal and ſell the Children of one another, or to ſell their own, if they cannot do better; if they are tired of their Wives, they ſell them without any Ceremony, as they do their Daughters, eſpecially if they are handſome.

The Horſes of theſe *Tartars* have but a bad Appearance, being very lean, notwithſtanding which they are indefatigable, and may juſtly be termed the beſt Horſes in the World.

It muſt be acknowledged that Nature has withheld nothing from this fine Country, that could render an abode here agreeable; the Mountains abounding in the richeſt Mines, and the Vallies in an admirable Fertility of all ſorts of Fruits and Pulſe. Their Meadows are covered with Graſs Man high; their Rivers full of excellent Fiſh; and Wood (ſo ſcarce in all the reſt of *Great Tartary)* grows abundantly in many Places of this Province; but all this is of very little uſe to the *Tartar* Inhabitants, who are naturally ſo ſlothful, that they rather chuſe to pilfer and ſteal, than to apply themſelves to cultivate what Nature has offered them ſo liberally.

Carſchi, or *Karſchi*, is at preſent one of the beſt Cities in the *Great Boucharie*; it is large, well built, and better peopled than any other in the Country; the adjacent Parts are extremely fertile, and its Inhabitants carry on a very good Trade to the North of *India*.

Jalaſagan, which ſtands almoſt in Front, is one of the chief Paſſages by which People enter from the States of *Contaſch* into the *Great Boucharie*.

Badagſchan is a very ancient, and extremely ſtrong City; it is not large, but well enough built, and populous; its Inhabitants are rich by the Gold, Silver and Ruby Mines in its neighbouring Mountains; although there is no one who regularly works theſe Mines, thoſe who live at the Foot of the Mountains, do not benefit themſelves a little by the Grains of Gold and Silver which they collect in the Spring, after the melting Snows have waſhed them from their Beds, by their Torrents.

Anderab is the moſt Southern City of all the *Great Boucharie*, ſeparating the Territories of the *Great Mogul* and *Perſia* from *Grand Tartary*; it is by this Place, that whatſoever is brought in, or carried out of this Country, to or from the States of the former, muſt neceſſarily paſs. And there is in the Neighbourhood of *Anderab* rich Lapis Lazuli, with which the *Bouchares* carry on a conſiderable Trade, with the Merchants of *India* and *Perſia*.

Although *Cabul*, or *Caboul*, depends on the *Great Mogul*, and not on the *Chan* of *Balck*, it will be *a propos*, to ſay ſomething here, concerning the flouriſhing Trade, maintained between the Subjects of theſe two Princes. *Cabul*, ſituated at the Foot of the Southern Mountains, which ſeparate the Eſtates of the *Great Mogul* from the *Grand Boucharie*, is one of the fineſt Cities to the North of *India*; it is large, rich, populous, and becauſe it is conſidered as the Key of the *Grand Mogul*'s Territories, towards *Perſia*, and the *Great Boucharie*, it is always carefully kept in a good State of Defence. This City is the Staple of all the Merchandize, that paſſes to the *Indies*, *Perſia*, and the *Grand Boucharie*. The Subjects of the *Chan* of *Balck*, come here in Throngs with Slaves of both Sexes, and above all, with *Tartarian* Horſes, of which ſo great a Trade is driven in this City, that it is pretended here comes yearly more than ſixty thouſand. The Neighbourhood of *Cabul* is very fertile, and all that is neceſſary for Life grows here in Abundance, and is very cheap.

The City of *Bouchara*, or *Buchara*, is upon a River, whoſe Waters are very unwholſome, and which diſcharges itſelf into the *Amu*, about forty Leagues from the *Caſpian* Sea; it is large, fortified, and well ſeated for Trade with *Tartary*, *Perſia* and *India*; tho' with all theſe Advantages it carries on but little, being hindered by the extraordinary Impoſitions on Foreigners in the Article of Cuſtoms.

Samarchant, Capital of the Province of *Maurenner*, is about ſeven Days Journey to the North of *Bouchara*, and was formerly much more brilliant than now, however it is ſtill large and populous enough; it is ſaid that the beſt ſilk Paper is made here of any in the World, and is therefore much ſought after by the *Oriental* Nations. Here is the moſt famous Mahometan Academy of Sciences; and its adjacent Grounds produce Apples, Pears, Grapes, Melons, (of an exquiſite Taſte) and in ſuch Quantities, that the Empire of the *Great Mogul*, and Part of *Perſia*, are ſupplied from hence with them; and indeed this City wants nothing to render it conſiderable in Trade, but other Maſters and Neighbours than the *Mahometan Tartars*.

Wardanſi, ſeated to the Weſtward of *Boucara*, towards the Frontiers of *Charaſſm*, is a tolerable large City inhabited by the *Bouchares*, who in peaceable Times trade to *Perſia*, and in the Country of *Charaſſm*.

Balck is the Capital of the ſmalleſt, and moſt ſouthern Part of the *Grand Boucharie*, but extremely well cultivated and fertile; here is gathered a great deal of Silk, which the Inhabitants work up into Stuffs; the *Uſbecks* here are the moſt civilized of all the *Mahometan Tartars* of the *Grand Boucharie*; to which the great Commerce they drive with the *Perſians* and the Subjects of the *Great Mogul* does not a little contribute.

Talchan, ſeated below *Balck*, on the River that runs by it, is a ſmall City, well built, pretty populous, and with a tolerable Trade.

Cachemire is a ſmall Kingdom, that is hardly thirty Leagues long, by twenty broad, ſo ſhut in by the high Mountains, which ſeparate *India* from the *Grand Tartary*, that there is no Entrance to it, on any Side, without paſſing Rocks of a prodigious Height; it is almoſt one continued Valley, whoſe Fertility and Beauty makes up for the Smallneſs of its Extent, as all Sorts of Fruit and Pulſe that we have in *Europe* grows here abundantly without the Trouble of Cultivation.

The *Cachemirians* are very induſtrious, and poſſeſs the Secret of making the lacquered Wares, and light woollen Stuffs with Borders, ſo much eſteemed in *India*. The River *Amu*, or *Abiamu*, which has its Source to the North-North-Eaſt of this Kingdom, and runs by it, is full of all Sorts of Fiſh, and its Borders quite charming, on which grow thoſe excellent Melons, and all thoſe other delicious Fruits, which are ſo ſought after in *Perſia* and *India*, and which are tranſported even to *Ruſſia*.

Charaſſm is a Country extremely fertile in all thoſe Parts that are fit for Culture, and its Inhabitants are reckoned the richeſt Herdſmen of all the *Ottoman* Empire; they are ſupported entirely by their Cattle, which

which conſiſt in Camels, Sheep and Goats, and lodge in Tents, which they tranſport from one Place to another, according as the Seaſon and Conveniency of Paſture ſuits: In Winter they encamp along the *Euphrates*, on the Side of *Meſopotamia* and *Natolia*; and the Summer Heats invite them to the refreſhing Vallies encloſed by the *Armenian* Mountains towards the Riſe of the *Euphrates* and *Tigris*.

The ſecond Body of *Turkmans* (called eaſtern *Turkmans)* alſo ſubſiſt by their Cattle, or Agriculture, according to the different Diſtricts they are found in; the Winter Seaſon they paſs in the Towns and Villages in the Neighbourhood of the *Amu*, and the *Caſpian* Sea; and in Summer they encamp whereſoever they meet with good Paſturage and Water.

There are twenty Provinces in this Country of *Charaſſm*. That of *Burma* is to the Eaſt of the City of *Uaſir*, towards the Frontiers of the *Grand Boucharie*. This Province is very fertile, populous, and produces the moſt delicious Melons of all the *Charaſſm*. That of *Gordiſch* is between the *Piſchga* and the *Kumkant*, and as this Province is watered by the River *Amu*, it is one of the moſt fruitful, and beſt cultivated Parts of the *Charaſſm*.

The *Choraſan* is beyond Contradiction the fineſt, richeſt, and moſt fruitful Province of all *Perſia*, but having mentioned it already, I ſhall only here add, that as the Climate of this Country is excellent, and the moſt temperate of any in this Empire, nothing in theſe Parts can equal the Fertility of its Soil; all Sorts of exquiſite Fruits, Cattle, Corn, Wine, and Silk, thrive here to a Miracle: Mines of Gold, Silver, and precious Stones are not wanting, and in fine all that can render a Place rich and agreeable this Province abundantly poſſeſſes.

The City of *Meſched*, or *Meſchet*, ſituated on a little River which falls into the *Kurgan*, was once in a very flouriſhing Condition, by the many conſiderable Manufactures of Gold and Silver Brocades, with other Stuffs ſettled here. The earthen Ware of this Place was alſo very much eſteemed, beſides which a great Trade was carried on here in thoſe beautiful ſilver-grey Lambſkins with curled Wool, finer than Silk itſelf: And it was in every reſpect a very rich, ſtately and populous City, till the *Uſbeck Tartars* plundered and left it in a miſerable forlorn Condition; its adjacent Parts, are however, the moſt charming of any in the World, and produce in Abundance all Sorts of exquiſite Fruits and Greens, as its neighbouring Mountains do Turquoiſes, and even Rubies.

Herat is at preſent the fineſt and largeſt City of all this Province, ſince the Ruin of the laſt mentioned, which was the Capital; it is rich, fair, and populous, and produces the handſomeſt Carpets of all *Perſia*; here are alſo made ſeveral Sorts of valuable Stuffs and Brocades; and in a Word, this is the Staple of almoſt all the Commerce carried on between *Perſia* and *India*, as it lies in the Route from *Iſpaban* to *Candabar*.

Aſtrabath is ſituated on a Gulph of the *Caſpian* Sea, being the Capital of the Province of that Name, and paſſes for one of the fineſt Cities in *Perſia*, as it is large, well built, rich and very populous. Here are many fine Fabricks of Silk and Woollen Stuffs, more particularly a Sort of Camblet that is vaſtly eſteemed. The circumjacent Lands are equally agreeable and fertile in every Neceſſary of Life, and the neighbouring Mountains are all covered with Foreſts of Fruit Trees. The Gulph of *Aſtrabath* is about fifteen Leagues from Eaſt to Weſt, and four or five from North to South, but is only navigable for ſmall Veſſels, becauſe here is not more than ten or twelve Feet Water at its Entrance to the *Caſpian* Sea, but it is of great Convenience to this City, by Means of the Communication it has with all the *Perſian* ones ſeated on that Sea.

Mankiſclak is a ſmall Town in the Country of *Charaſſm* on the Borders of the *Caſpian* Sea, to the Northward of the Mouth of the Southern Arm of the *Amu*, and in itſelf is but trifling, as it does not contain at utmoſt above ſeven hundred miſerable Cots; but its Port is excellent, and the only one on this Sea; it is ſpacious, ſecure, deep, and if it was in other Hands, would make Trade ſoon flouriſh.

Urgens, the Capital of *Charaſſm*, is ſituated in a large Plain to the North of the River *Amu*, about twenty-five *German* Leagues from the Eaſtern Border of the *Caſpian* Sea. This City was once very conſiderable, but ſince it became ſubject to the *Tartars*, and the *Amu* that run at the Foot of its Walls, has taken another Courſe, it is fell greatly to Decay.

Turkeſtan is about ſeventy Leagues long, and as many broad, having ſeveral good Diſtricts of Land on the Side of the River *Jemba*, and towards the Mountains which divide this Province from thoſe of the *Calmoucks*; but the Inhabitants make no Advantage of it, as Rapine is only their Occupation, and few among them have any fixed Habitation, but live in Tents, towards the Frontiers of the *Calmoucks*, and the aforeſaid River, that they may be within Reach of benefiting themſelves by any Occaſions that ſhall offer for Pillage or Plunder; and they go to ſell the Slaves they make in theſe Excurſions either to the *Charaſſm* or *Grand Boucharie*, where they always find *Perſian*, or *Armenian*, and ſometimes *Indian* Purchaſers.

Of

Of the Caſpian *Sea.*

IT is but a little while ſince we have had any true Knowledge of the *Moſanderan*, or *Caſpian* Sea, which the *Perſians* call *Kulſum*. It is beyond Diſpute the greateſt Lake in the Univerſe, being ſituated between the thirty-ſeventh and forty-ſeventh Degrees of Latitude, and the ſeventy-ſeventh and eighty-third Degrees of Longitude; its Waters are extremely Salt, except towards its Shores, where they are freſhned by the Rivers running in, and it abounds with Sturgeons, Salmons, Salmon Trout, *&c.* all which Fiſh come in the Spring to ſeek the Mouths of the freſh Water Rivers; and it is incredible what a Quantity are yearly taken at this Seaſon; here are alſo Carps and Breams, which is ſomething particular in a Sea, whoſe Water is naturally ſalt, and here is alſo the White Fiſh, called by the *Ruſſians*, *Bielluga*, which is peculiar to this and the *Black* Sea, and for this Reaſon ſome pretend that theſe two Seas have a ſubterraneous Communication. All theſe Sorts of Fiſh are much larger and fatter than elſewhere, eſpecially the White Fiſh, which have been taken twenty Feet long; they have ſome Reſemblance to a Pike with the Taſte of a Sturgeon. The *Caſpian* Sea has neither Flux nor Reflux, and only the Port of *Baku* (in the Province of *Schivan)* on all its Weſtern Coaſt, and this ſolely for ſmall Veſſels; though there is a good Road at *Terki*, where Veſſels may ride in Safety, between the Iſle of *Zezen*, and the Land. On the Eaſtern Coaſt is the Port of *Mankiſchlak* in the *Choraſſan*, which is excellent, and the only one found in this Sea; but being unhappily in the Hands of the *Tartars*, with all this Eaſtern Coaſt, it is of very little uſe.

Of the Coſacks, *or* Coſaques.

THE *Coſacks* are now divided into three Branches, and the *Ruſſians*, on whom they depend, call their Country the *Ukraine*, which is in that Language, *ſeated on the Frontiers*, becauſe it effectually makes a Frontier between *Ruſſia*, *Poland*, *Little Tartary*, and *Turkey*, being to the Weſtward of the *Boriſthenes*. As this Country is an entire Plain, interſperſed with fine Rivers, and agreeable Foreſts, it muſt be ſuppoſed to be extremely fruitful, as it is in effect, and produces all Sorts of Grain and Pulſe, Tobacco, Wax, and Honey in ſuch Abundance, that it ſupplies a great Part of *Ruſſia* with it. The Paſturage here is ſo excellent, that the Cattle ſurpaſs all others of *Europe*, in ſize *(the* Muſcovite *Beef that I have ſeen, has always been very ſmall, though I think fatter, and ſuperior in Quality to any other).* The Rivers are ſtocked with excellent Fiſh, and Game is found here in ſuch Quantities, that this Country only wants a Communication with the Sea, to be one of the richeſt States in that Part of the Globe

The *Don Coſacks*, who occupy on the Banks of the River with this *Ruſſian* Name, a Number of Towns and Villages, do not extend themſelves far within Land, as there is a Want of good Water in many Parts, and no Wood; they live on their Cattle's Produce and Agriculture, without forgetting however, to live at the Expence of others, whenever Occaſions preſent.

The *Coſacks* of the River *Jaicks* took Poſſeſſion of its Southern Border, when the *Tartarian* Power began to decline there; and when the *Ruſſians* ſeized the Kingdom of *Aſtracan*, the *Coſacks* voluntarily ſubmitted to their Dominion. Theſe People live by Agriculture, Fiſhing, and the Produce of their Cattle, with what Booty they can make. This River at preſent ſeparates *Ruſſia* from the Eſtates of *Contaſch*, and its Banks are ſo fruitful, that however little the Earth be cultivated, it abundantly produces every Neceſſary of Life. It is alſo extremely full of Fiſh; and it is aſſerted, that in the Spring ſo great a Quantity come here from the *Caſpian* Sea, to ſeek the freſh Water, as almoſt to ſtop its Courſe, and may be taken with the bare Hand, with the Roes of which prodigious Shoals, caught in this River, and the Neighbourhood, ſo much Caviar is made and exported to all *Europe*.

The *Tartars* of *Nagai* ſubſiſt by their Hunting, Fiſhing and Cattle, being ſubject to the *Ruſſians* ever ſince their taking the Kingdom of *Aſtracan*, which the others poſſeſt before; the Capital of the ſame Name is ſeated on the Frontiers of *Aſia* and *Europe*, and by this convenient Situation invites a large Number of *Armenians*, *Indians*, *Perſians*, *Mahometan Tartars*, *Calmoucks*, *Georgians*, and *Muſcovites*, to form a conſiderable Trade here.

The *Volga* is one of the biggeſt Rivers in the World, and traverſes almoſt all *Ruſſia*; it abounds with all Sorts of fine Fiſh, and its Borders ſpontaneouſly produce moſt Species of Pulſe and Herbs without any Labour or Cultivation.

The *Calmoucks* are Part of the *Pagan Tartars*, deſcended from the *Mogoules*, and deſirous of being ſtill called ſo; they inhabit the fineſt and moſt conſiderable Part of *Tartary*. The beſt Iron of all *Ruſſia* (and its probable of the whole World) known in that Country, by the Name of *Siberian* Iron, comes from the Mountains of *Aigles*, that ſeparate *Ruſſia* from *Siberia*, which Metal is melted and wrought with the ſame

ſame eaſe as Copper, and there are Cannons made of it, nothing inferior to thoſe of Braſs, either in Beauty or Goodneſs. Theſe People carry on no Trade, except by way of Barter for Cattle, though are harmleſs and inoffenſive if not moleſted, as has been before obſerved. The *Oby* and *Orn*, large Rivers in this Country, are full of Fiſh, and moſt of their Borders very fertile in every deſirable Product.

Of the general Trade of the Eaſt-Indies.

THE *Eaſt Indies* commence where the Kingdom of *Perſia* ends, being ſeparated from it by a long Chain of Mountains, and the River *Indus*, whoſe Name they have taken, and which on iſſuing from Mount *Taurus*, (where it riſes) takes its Courſe towards the Northern Parts of *India*, as the *Ganges* (which flows from the ſame Mountain) does towards the South, both falling at laſt into the *Indian* Ocean; the firſt into the Gulph bearing its Name, and the other into that called *Bengal*. This vaſt Region of *Aſia* is called the *Eaſt-Indies*, from its advanced Situation towards that Part of the Heavens, more than any other Country yet known; as *America* is in the ſame manner diſtinguiſhed by the Denomination of the *Weſt-Indies*, on Account of its lying more Weſt than any other Diſtrict of the habitable Globe.

Eaſt India is commonly divided, into that on this Side of, and beyond the *Ganges*; the firſt Part comprehends the Empire of the *Great Mogul*, the Kingdoms of *Decan*, *Narſinga*, *Canara*, the *Peſcherie* (or fiſhing Coaſt) that of *Coromandel*, *Boſnagar*, and *Orixa*. The other includes the Kingdoms of *Bengal*, *Aracan*, *Pegu*, *Siam*, *Malacca*, *Camboya*, *Ciampa*, *Cochinchina*, *Brama*, *Jangomea*, *China*, and others leſs conſiderable.

Both theſe Parts have their Iſles, though thoſe appertaining to that beyond the *Ganges*, are larger and much more conſiderable for their Trade than the other, as will be explained hereafter, when their Deſcription falls in Courſe; and I ſhall now begin with that of the *Great Mogul*'s Dominions, being the firſt that preſent themſelves on quitting the *Perſian* Sea, to enter the *Indian* Ocean.

Of Indoſtan, *or the Empire of the* Great Mogul.

THE Empire of this Prince comprehends a vaſt Extent of Coaſts in the *Indian* Sea, and ſtretches very far within Land, ſo that he poſſeſſes the greateſt Part of the *Indian Terra firma*.

The Kingdom of *Bengal* once belonged to him by Conqueſt, and of which he ſtill retains a Share, though the *Mooriſh Rajas*, or Governors, to whoſe Cuſtody he truſted it, having revolted, divided the other Part among themſelves, and thereby deprived the Emperor of one of his richeſt Provinces, and the moſt convenient for Trade; for which he is however in ſome ſort indemnified by the Sovereignty, which he has always preſerved, and by the Acquiſition of the Kingdoms of *Decan*, *Cachemir*, *Breampour*, and *Maliquo*, which he has added to his Dominions.

Indoſtan is in general ſo fertile in all that can contribute to the Conveniency of Life, that it might very commodiouſly paſs without any foreign Trade, and not only comfortably, but very deliciouſly ſubſiſt on its own Abundance; yet the greateſt Part of the Inhabitants, particularly thoſe called *Banians*, are ſo addicted to Commerce, and underſtand it ſo well, that it is nothing ſurprizing, to ſee them maintain ſo conſiderable a one, on all the Coaſts of this Empire, and even to *Agra* its Capital.

The *Europeans* Traffick with the *Mogul*'s Dominions conſiſts principally in Gold and Silver Coin, Leather, Spice, Elephants, *&c.* brought here from *Japan*, *China*, *Moluccas*, and *Ceilon*; Pewter, Cloths, *&c.* imported from *Europe*, and Horſes from the *Uſbecks* and *Perſia*.

Of Guſurate.

OF all the Kingdoms which compoſe *Indoſtan*, there are none that have more conſiderable Ports, or where a greater Trade is carried on, than this of *Guſarate*, called alſo by ſome the Kingdom of *Cambaye*, from one of its moſt important Cities, diſtinguiſhed by the Appellation of the *Indian Cairo*. This Territory is almoſt totally maritime, forming a Peninſula, that ſtretches out between the Gulphs of *India* and *Cambaye*, containing more than an hundred and twenty Leagues of Coaſt.

It is in this Extent that *Cambaye* and *Surate* are ſituated; the two Cities (eſpecially the laſt) the moſt celebrated in *India*, for the Trade which the *Europeans* carry on there, or that the native Merchants maintain from *Java* and *Sumatra* to the *Levant*, *Aden*, *Mocha*, and *Mecca*, on the *Red* Sea, and to *Bender-Abaſſi* in the *Perſian* Gulph, in Cotton Cloth, Counterpanes, Carpets, embroidered Hangings, Rock Cryſtal, Granates, Hyacinths, Amethiſts, Turquoiſes, choice Drugs, Medicinal Herbs, Dying Woods, Perfumes, excellent Indigo (cultivated and made at *Amadabat*, the Capital of the Kingdom, and at *Sirches)* Camphire, Tobacco, Brimſtone, Turbith, Galanga, Nard, Lapis Lazuli, Aſſa Fœtida, Borax, Scamony, Benzoin, Pepper, Cummin, Ginger, Mirabolans, Silks of their manufacturing, Corn, Salt, Oil, and Butter.

Their

Their Returns from *Aden*, are Gold and Silver Coin, Coral, Ambergreaſe, Miſſeit (a Drug for Dying and Colouring) and the beſt Opium of all the Eaſt. From *Perſia* they extract Brocades, and other Silk Stuffs, Velvets, Camblets, Pearls, Almonds, Raiſins, Nuts, Dates, and particularly Roſe-Water, of which they are very fond, and which they tranſport to many Parts of *India*.

The *Europeans*, and other Nations, furniſh this and the other Territories of the *Great Mogul*, with Pewter, Vermillion, all Sorts of Cloth, Ivory, Sandal Wood, Pepper, Cardamoms, Cloves, Porcelane, China Stuffs, Gold, and Silver Veſſels; and there are ſeen in their Ports and principal Cities, not only *Engliſh*, *French*, *Dutch*, and *Portugueſe*, but alſo *Jews*, *Turks*, *Perſians*, *Arabians*, and Merchants of all the Cities in *India*, except *Chineſe* and *Japoneſe*. I ſhall treat of the Trade of all the Cities at large, after I have ſaid ſomething of that of *Amadabath*, Capital of the Kingdom, and ſome others within Land.

Amadabath, one of the biggeſt Cities in the *Mogul* Empire, is ſeated within eighteen Leagues of *Cambaye*, and forty-five of *Surate*, on a little River which falls into the *Indus*. Its Commerce is equally flouriſhing both at home and abroad, ſending yearly large Caravans to *Agra*, and tranſporting to *Surate*, *Cambaye*, and *Brochia*, its manufactured Stuffs, and other Merchandizes, the Products of the Country, or brought there in Return of their Caravans.

It is reckoned there are twenty-five great Towns, and above three thouſand ſmall ones in the Juriſdiction of this City, whoſe Inhabitants are almoſt employed in working for the Fabricks; of which the principal ones are of Silk or Cotton, pure or mixt with one another, being a Specie of Goods peculiar to the Country, ſuch as Tulbandes, Alligias, Attelaſſes, Baffetas, and Chites; here are alſo made Brocades, Gold and Silver Stuffs, Damaſks, Sattins, Taffeties, and Velvets of all Colours, Alcatiffs or Carpets, with Gold, Silver, Silk, or Stuff Grounds; in fine, all Sorts of Cotton Cloth, white or painted, which in Fineneſs, Beauty of Deſigns, and Vivacity of Colours, do not yield to any in the *Indies*.

The greateſt, or at leaſt the beſt and moſt beautiful Part of theſe Manufactures, are deſtined for *Surate*; the *Banians*, who tranſact almoſt all the Buſineſs of this laſt Place, and are here as Brokers to the *European* Merchants, having their Factors on the Spot, who buy up the Goods as ſoon as made, or being the Undertakers themſelves, have Artificers to work for them. The Products of the Country are Indigo, (which is cultivated and prepared abundantly in the Territority of this Capital, particularly at *Sirches*, which, though but a ſmall Town, has acquired great Reputation by their perfect ordering of this Drug) Sugar Candy, and Sugars, all Sorts of Sweetmeats, Cummin, Honey, Lack, Opium, Borax, Ginger, dry and candied, Mirabolans, Saltpetre, Sal Armoniac, Ambergreaſe, Muſk, and Diamonds; but theſe three laſt Commodities, are brought from abroad, and reſold to foreign Merchants. It is here that the *Engliſh* and *Dutch* have their Linens ſtained, and their Saltpetre refined; and it is from this City, that all the blue Cloths come, which are ſent to *Perſia*, *Arabia*, to the Kingdom of the *Abiſſines*, the *Red* Sea, the Coaſt of *Melinda*, *Moſambique*, *Madagaſcar*, *Java*, *Sumatra*, *Macaſſar*, and the *Molucca* Iſlands.

Brochia, a large City in the Kingdom of *Guſurate*, ſeated twelve Leagues to the North of *Surate*, on a River which at eight Leagues diſtance diſcharges itſelf into the Sea at two Openings, is reckoned both among the Maritime and Inland Cities. Here and in eighty Villages under its Juriſdiction are made Cotton Cloths, that are always placed among the Number of the fineſt and moſt beautiful of all *India*. The Factories which the *Engliſh* and *Dutch* have here are very ancient, and ſome of the firſt, that theſe two Nations eſtabliſhed on this Coaſt.

Biſantagar is almoſt in the middle of the Kingdom, where a great deal of Cloth and Thread are made for Tranſportation. And

Pettan is celebrated for its Manufactures, which conſiſt in Silk Stuffs, Cotton Cloth, Tulbandes, Alegias, and in ſome other ſuch like Fabricks, that are alſo made at *Amadabath*, *Brodera*, *Goga*, *Chiſt*, *Pour*, *Nariaath*, *Vaſſet*, and ſome other Places, and it is from them that the *Banians* extract Abundance of thoſe Commodities, which the *Europeans* make a Part of their Ships Cargoes.

Of Cambaye.

THE Trade of this City is very conſiderable, and only yields to *Surate*, which it formerly ſurpaſſed, till this had reaped the Advantage of *Goa*'s Decadency, and the *Portugueſe* Ruin.

It is ſeated at the Mouth of the River *Carari*, at the Bottom of the Gulph, to which it gives Name, ſixteen Leagues from *Brochia*, and thirty from *Surate*; the *Engliſh* and *Dutch* have Lodges here, on Account of its Proximity to the laſt, where their principal Trade of the *Grand Mogul*'s Dominions is tranſacted, and where they have their Factories ſettled, which may be almoſt regarded as the ſecond in Point of Importance, among thoſe they have in *India*.

The Natives of the Place, more eſpecially the *Banians*, addict themſelves to Trade, and carry on one commonly

commonly to *Diu*, *Goa*, *Cochin*, *Achem*, *Batavia*, *Bantam*, the Coaſt of *Coromandel*, that of *Bengal*, *Perſia*, and the *Red* Sea, where they ſend their Ships, but generally with *Dutch* Pilots, hired with a conſiderable Salary of the Company; and though the Remiſs of theſe Goods to all the aforeſaid Places, is a conſiderable Object of their Commerce, yet it is nothing in Compariſon with that which they tranſact with Strangers, who yearly arrive at *Cambaye*; there being hardly any Nation of *India*, from whence both Merchants and Ships are not ſeen here; as alſo from *Moſambique*, *Melinda*, *Arabia*, and the *Perſian* Gulph. The *Europeans* beſides ſend here every Mouſſon a good many Veſſels, whoſe Loadings conſiſt more in Reals, Rixdollars, Ducats, and Sequins, than Merchandize; Gold and Silver being the beſt Cargo that a Ship can bring to this Coaſt, except Spice, which the Inhabitants here and at *Guſurate* cannot be without.

The principal Goods exported from *Cambaye*, are very fine Cotton Cloths, in as good Eſteem as thoſe from *Bengal* and *Coromandel*, Canvas, many Sorts of Silk Stuffs, Tulbandes, Saſhes, Carpets, Cloth of Gold, Counterpanes of Silk and Cotton, ſtitched or embroidered, Quilts, Bed Furniture, *&c.* Elbow Chairs, Tables, and other Houſhold Stuffs, Indigo, Saltpetre, Borax, Opium, Cummin, Ginger, Rhubarb, Mirabolans, many other excellent Drugs, Sugar, Oil, and Butter, without reckoning ſeveral Sorts of precious Stones found at *Guſurate*, or that are brought here from elſewhere. A great many excellent Works in Agate are alſo performed here, which do not in any manner yield to thoſe of *Europe*, either in Beauty or Perfection.

The major Part of theſe Merchandizes, of which the *Europeans* make the greateſt Purchaſes, are not thoſe of which their homeward-bound Cargoes are compoſed, but they ſerve for Traffick to other Parts of *India*, to exchange againſt various Commodities that may ſuit their Owners; and the ſame may be ſaid of Grain, Fruit, Pulſe, as Wheat, Rice, Peas, Beans, Kiſſery, (a Sort of a Pea) Millet, Barley, Oranges, Lemons, Citrons, Mangas, and Cocoas, of which the *Engliſh* and *Dutch* carry a large Quantity yearly to Places where theſe are wanting, and diſpoſe of them there to great Advantage; and this Remark may ſerve for all that ſhall be ſaid henceforward concerning the *Europeans* Trade in the *Eaſt-Indies*.

Of Surate.

THERE is no Place in the *Mogul*'s Dominions, and it may be added in all the *Indies*, more celebrated for Trade than this. It is ſeated on the River *Tapi*, or *Tapta*, to which *Souali* (lying ſix Leagues from its Mouth) is properly the Port, the River being unnavigable for large Veſſels up to the City, which obliges the Merchants to unload their Goods here, and ſend them deſigned for *Surate* by Barks or Waggons there.

Thoſe intended for other Parts remain at *Souali* in Warehouſes built with Boards, which each Nation has here, till Opportunities offer for ſending them to their deſtined Ports. *Souali* is a ſort of Encampment upon a Point of Land, or Peninſula, formed bp the Sea and the River's Mouth, which is very commodious for a Market to furniſh the Sailors with Refreſhment on their Arrival; this Camp conſiſts only of ſmall Huts, made with Reeds, Bambos, *&c.* ranged in Form of Streets, during the fine Mouſſon, where the Natives plant their little Shops, filled with Fruits, *&c.* to the great Convenience of the new Comers, and leaves no inconſiderable Advantage to the Inhabitants, no Village being near, and the *European* Companies Magazines a League to the North of this *Bambo* Town.

The Houſes of the *Europeans* here are ſpacious and magnificent, of which the *Engliſh* are thoſe who make the beſt Figure; and the Goods brought here for *Europe*, are Cotton Thread, Wool, and Cloths, and of theſe latter, are ſhipped both white and ſtained, many Sorts of Silk Stuffs, plain, ſtriped, *&c.* with and without Silver and Gold, painted and printed Linens, raw Silks, Indigo of three Sorts, Carpets of Silk and Wool, others all Silk with Silver and Gold, Aloes, Sapan Wood, Coffee, Maldivian Cauries, (ſo neceſſary for the *Guinea* Trade) Incenſe, Saltpetre, Borax, Gum Lack, Myrrh, Terra-Merita, red Bole, Muſk, Bezoar, and ſometimes Ambergreaſe, Pearls, Diamonds, and other leſs precious Stones.

The Commodities of this Place fit for the Trade to *Mocha*, Coaſts of the *Red* Sea, and *Arabia Felix*, are coarſe Linen, white, blue and black. Thoſe for *Bender-Abaſſi* and *Baſſora* in the *Perſian* Gulph, white Linens, coarſe and fine, with a few blues and blacks. Thoſe for *Sumatra*, and all the Kingdom of *Achem*, *Java*, and *Macaſſare* Linens blue and black, of which many more fine than coarſe. For the *Philippines*, all Sorts of Linens, coarſe and fine, white and ſtained, Carpets, and Silk Stuffs. In fine, Opium, for the Coaſts of *Malabar*, and the other Places in *India*, from whence the Pepper comes, as there is nothing better to truck againſt that Spice.

As the greateſt Part of the Merchants, Brokers and *Indian* Manufacturers, are naturally given to cheating in ſeveral Ways, the *Europeans* who deal with them ſhould always be on their guard, and care-

fully examine the Quality, Weight, Meaſures, *&c.* of every thing they buy.

Two Ships ſail yearly from *Surate* for the Conveveniency of the *Mahometans*, who go in Pilgrimage to *Mecca*, but they are commonly as much loaden with Goods for the *Mogul*'s Account, as the Pilgrim's and their Returns are ſo rich, as to make Part of the Trade of the *Europeans*, for the Commodities of *Arabia Felix*.

The *Turks* of *Aden* and *Mocha* alſo ſend an annual Ship to *Surate*, whoſe Cargoe is for Account of the *Grand Seignor*. And it is at this Place that the *Engliſh* and *Dutch* commonly make their Loadings for *Perſia*, the *Red* Sea, and *Arabia Felix*; and here alſo the *Perſian* Merchants embark, with the Goods for the ſame Places, on which they make great Profits.

Very conſiderable Negociations are made from hence and ſome other Parts of *India*, by Way of Exchange, and I ſhall therefore mention the Premiums they are commonly agreed at, with this Remark, that they are not ſo fixed, but that they occaſionally riſe and fall as in *Europe*.

The Exchange from *Labor* to *Surate* is generally from 7 to 7 ½ *per Cent.*

From *Janabat* and *Agra* 4 to 5.

From *Amadabath* 1 to 1 ¼.

From *Bengal*, *Patna*, *Caſembaſar*, and *Ougli*, 8 to 9.

From *Golconde*, and the neighbouring Parts, 5 to 6.

And for *Goa*, 4 *per Cent.*

Of Agra.

BEFORE I quit the *Mogul*'s Empire, it is but juſt I ſhould remember this Place, which is its Capital, and the Center of its Trade.

It is ſituated in 28° on this Side the Line, on the River *Gemini*, or *Gemma*, which falls into the *Ganges*.

The Number of its Meidans, where the publick Markets are kept for all ſorts of Proviſions; of its covered Bazards where each Merchant and Artificer have their Shops and Quarters, of which ſome are half a Quarter of a League long; and that of its Caravanſeras (above eighty in Number) ſuffices to demonſtrate both the Greatneſs of its Extent, and the Importance of the Commerce carried on here by Foreigners and its Inhabitants, which is maintained by ſeveral Caravans from *Amadabath*, *Surate*, and other Places, commonly compoſed of four or five hundred Camels, and by which Conveyance, the *Engliſh*, *French*, *Dutch*, *Moors*, *Turks*, *Arabians*, *Perſians*, and other Nations ſend their Merchandizes to, and receive others from this Capital, as may ſuit their Buſineſs.

Beſides the Indigo of this City (which is the beſt in the World) a large Quantity of Silk Stuffs and Linens are exported; theſe latter principally to the Weſt and North; and it is here that all the Merchandize of *Boutan* and *Tartary* are brought, and where the Merchants of the interior Parts of *Indoſtan* alſo come.

Daman, *Baçaim*, *Diu*, and *Chaoul*, are four Maritime Places in the Kingdom of *Guſarate*, but all four appertaining to the *Portugueſe*; they alſo were Maſters of *Bombay*, between *Daman* and *Chaoul*, but yielded it up to the *Engliſh* in the Year 1662, in Favour of the Marriage between King *Charles* II. and *Catharine* Infanta of *Portugal*; it is a very good Port, and as ſecure a one as any on the Coaſt.

Daman is ſeated in the Peninſula on this Side the *Ganges*, and on the Gulph of *Cambaye*, between *Surate* and *Baçaim*, from which it is equally diſtant; its Situation, and the Goodneſs of its Fortreſs, as alſo the Importance of the Trade carried on here, makes the *Portugueſe* regard it better than any other Place they have remaining in *India*, although the Buſineſs of *Baçaim* hardly yields to this; yet that of both the one and the other, as well as of *Diu*, is conſiderably decayed, ſince the *Engliſh*, *Dutch*, and other Nations of *Europe*, have brought *Surate* into ſuch Reputation; and the *Portugueſe* loſt, as one may ſay, the Empire of *India*, of which they had Poſſeſſion for an Age.

Diu, which has the Reputation of being impregnable, has always been, and ſtill is, the ſtrongeſt Place the *Portugueſe* have in theſe Parts: it was here that they formerly kept their Fleets; and it was alſo here, that the *Mooriſh* Veſſels were viſited, and took their Paſſports to ſecure their Commerce; ſo that there was no Place from whence the King of *Portugal* drew a greater Revenue, either by the Cuſtomhouſe Duties, or the Produce of the Viſits and Paſſports.

Of the Trade of Laſſa, *or* Boutan, *and* Chaoul.

BOUTAN, an *Indian* Kingdom, bordering on the States of the *Grand Mogul*, is a Country very little known; though there is a Caravan of Merchants, who yearly ſet out from *Patna* (the greateſt City of *Bengal*) at the End of *December*. This Caravan arrives in eight Days at *Gorrochepour*, the

the laſt City of the *Mogul*, where the Merchants take Proviſions for a Part of their remaining Journey; from thence to the Foot of the *Naugrocel* Mountains, is eight or nine Days painful Travel, which Mountains are eight or ten Days getting over, and as they are very rugged, the Inhabitants, who retire here, and are half Savages, come to offer themſelves to Paſſengers for the Carriage of them and their Merchandize, to the Foot of the Deſcent. The Proviſions and Goods are loaden on Oxen, which carry about an hundred and fifty Pounds Weight; and the Men paſs, ſeated on a Sort of a Cuſhion, which theſe poor People fix on their Backs, and three Women commonly relieve one another in carrying a Man this little Journey; on leaving the Mountains there are Oxen, Camels, Horſes, and even Palanquins, for thoſe that chuſe them, which Travellers do not quit till their Arrival at *Boutan*.

A very great Trade in Muſk is carried on in all the Country of *Boutan*; and it is here alſo, where the fineſt Rhubarb is found; here likewiſe grows the *Semen contra Vermes*, (or Wormſeed) and the Country abounds greatly in Martens, ſo that very fine Furrs are to be procured here, but little Gold is to be met with in the whole Kingdom, and that which is here, is brought from abroad by the Merchants who come to trade. In regard to Silver, it is believed here are ſome Mines, and that it is from the Products of the Country, that the King of *Boutan* ſtamps his Coin, which is of the ſame Weight and Value of the Roupies, of an Octagon Shape, with Characters, that are neither *Indian* or *Chineſe*.

Their ſole Manufactures are coarſe Hempen or Cotton Linens, with which they clothe themſelves in Summer; and ill made Cloth, hardly better than Felt, ſerve for their Winter Cloathing.

Chaoul, or *Chaul*, is a City as I juſt now mentioned, belonging to the *Portugueſe*, which on their Arrival, and *Indian* Conqueſts, they took from the King of *Decan*; its Trade is very conſiderable, but much leſs than it has been formerly; it is above all, famous for its Silks and Silken Manufactures, with which it almoſt entirely furniſhes *Goa*, as well as a great Part of *India*.

A great many *China* Ships come here, with the Products of that Country, and take Spices, which turn to a good Account. The other Fabricks carried on here, are all ſorts of Varniſh after the *Chineſe* manner, and diverſe Works of Lack of all Colours, which nearly approach in Goodneſs to thoſe of *China*. Here are alſo plenty of Oxen and Cows; all ſorts of Fruit and the other Products of the Earth, except Grapes, Walnuts and Cheſnuts.

I have mentioned the City of *Caboul* in treating of the Trade of *Grand Tartary*, ſo have nothing to add about it here.

Of the Commerce of the Coaſts of India *and* Malabar.

THAT Extent of Coaſt, which runs from the Frontiers of *Guſurate* to Cape *Comorin*, are called the *Indian* Coaſts, in which are found the Kingdoms of *Decan*, *Cuncan*, *Canara*, *Malabar*, (which alone contains at leaſt eight or ten, and among them *Cananor*, *Calicut*, *Cranganor*, *Cochin*, *Porca* or *Porcati*, *Calicoulang* and *Coulan*.) Of all which Coaſts the *Portugueſe* were for a long time Maſters, it being from hence that they began their Diſcoveries and Conqueſts in the *Eaſt-Indies*, as *Calicut* was the firſt City where they landed, and *Cananor* the Place where they built their firſt Fortification, which was followed by others almoſt in every Maritime City of thoſe little States; but when their Affairs began to fall into Decay in the Eaſt, they abandoned and razed that Part of them which they deemed indefenſable againſt the *Dutch*, who drove them out of the beſt, and among them *Cochin* and *Cranganor*, which theſe latter took in 1661, the *Portugueſe* having only been able to ſave *Goa*, and a few other obſcure and noteleſs Places.

Decan is the firſt Kingdom on this Coaſt after that of *Guſurate*, which for a long time was a Province of the *Mogul* Empire, as well as the other, though at preſent it is only Tributary. Its Sea Ports, where ſome Trade is tranſacted, are *Geytapour*, *Rajapour*, *Carapater*, *Dabul*, and *Sifardan*, which conſiſts in Silk Stuffs, and Cotton Cloths ſent by Sea to *Surate*, or what the Inhabitants of *Decan* tranſport by Land into the Territories of the *Mogul*, thoſe of *Golconda*, and as far as *Coromandel*; and in this Kingdom it is, where Pepper is firſt met with.

Rajapour is a City built in the Lands of *Sevagy*, that famous Rebel, who for a long time buſied all the Forces of the *Great Mogul*, and the King of *Viſapour* his Maſter; it is about twenty Leagues from *Goa*, and produces Saltpetre, Linens, but above all Pepper, which is gathered here in Abundance.

Balagate, a Kingdom of *Aſia*, in the *Indian* Peninſula on this Side the *Ganges*, makes a Part of that of *Decan*, and produces a Quantity of Silk and Cotton; here is alſo found excellent Lack, as good as that of *Pegu*, Areque, Rice, Betel, in which the *Europeans* drive a conſiderable Trade. The Diamonds extracted from that which the *Portugueſe* call the old Mine, are very much eſteemed, eſpecially thoſe

to which they have given the Name of *Nayſfez*, or dwarf Points, becauſe they are naturally brillianted: Here are alſo Amethyſts, Criſolites, and thoſe Stones which Lapidaries call Hematites.

Cuncan, which ſome make a Kingdom of itſelf, and others place it among the Provinces of *Decan*, is noted for the City of *Goa* ſeated in it, beſides which it has neverthelefs four others, *viz.* *Viſapour*, *Saliapour*, *Paranda*, and *Wingurla*, where ſome Traffick is eſtabliſhed, in all Things ſimilar to that of *Decan*.

Goa is the Capital of what the *Portugueſe* poſſeſs in *India*, taken from the King of *Decan* in 1520, by *Alphonſo Albuquerque*, and continued ever ſince in their Poſſeſſion, as they have always ſucceſsfully defended it againſt the moſt formidable Powers of this Part of *India*, and ſtill guard it with an extreme great Jealouſy againſt the Enterprizes of the *Dutch*, who having taken from them almoſt all their other Places, found this at leaſt as convenient for the Trade of *Surate*, as all thoſe they poſſeſs on the Coaſts of *India* and *Malabar*. This famous City is ſeated in fifteen Degrees ſix Minutes Latitude, in an Iſle which the Rivers *Mandoüa* and *Guani* form at their Entrance, and is the Reſidence of a Viceroy, who had formerly five large Governments under his Juriſdiction, *viz.* that of *Moſambique*, *Maſcate*, *Ormus*, *Ceylon*, and *Malacca*; at preſent his Authority hardly extends beyond *Goa*, and the Commerce which the *Portugueſe* carry on to *India*, is nearly reduced to that of this City; and even this is ſo trifling, that one Merchant tolerable rich, and in Credit, might with one Ship only maintain it to *Liſbon* and *India*.

So that *Goa* no longer ſupports its ancient Reputation, the *Banians*, which formerly carried on all the Trade, being removed to *Surate*, and by their Retreat compleated the Ruin of that little Commerce, which had eſcaped the Enterprizes of the *Dutch*, the Cruizes of the *Malabar* Pirates, and if one may be permitted to ſay ſo, the Slothfulneſs and Indolence of the *Portugueſe* themſelves, among whom, for a long time paſt, has not been found ſuch valiant Men, as under the *Gamas* and *Albuquerques* had made all *Aſia* to tremble; nor thoſe able and enterprizing Merchants, who had carried their Commerce as far as the Arctick Circle.

Thoſe Traders, who ſtill remain at *Goa*, continue to load ſome Cargoes for *Perſia*, *Pegu*, *Manillas*, and *Macao*; but beſides that the Ships Loadings commonly belong entirely to the *Indian* Merchants, there is hardly a *Portugueſe* rich enough to purchaſe a Cargo of two thouſand Pounds Value, inſomuch that in all *India* they ſcarce trade for fifteen thouſand Pounds.

Their beſt Returns are thoſe from *Moſambique*, altho' very much diminiſhed, either by the Loſs of *Mombaze* and *Pate* on the Coaſt of *Melinda* to the *Arabians*, or becauſe the Negroes do not bring Gold and Ambergreaſe here, in ſuch Quantities as formerly, thro' Fear of the ſaid *Arabians*, who ravage all the neighbouring Country.

The little Gold which the *Portugueſe* draw from *Moſambique*, is diſpoſed of at *Diu* and *Goa*, from whence it ſeldom goes out again, being here converted into a Coin nominated after *St. Thomas*, and worth about 5*s.* 6*d.* Sterling.

It is commonly believed that what has compleated the Ruin of the *Portugueſe* Trade in *India*, (which, with the Places they ſtill poſſeſs there, might yet revive) is each Governor's intereſting himſelf a Share in the Commerce of the Place he commands at; and that Merchants no longer enjoying the Liberty they once did, dare not undertake any Thing conſiderable in it.

There is however a Tribunal eſtabliſhed at *Goa*, to judge and determine the Affairs of a Company, which for a large Sum obtained ſome Years ago an excluſive Grant of the Trade from *Mozambique*, *Monbaz*, *Macao*, and other Places in *India*, appertaining to the Crown of *Portugal*, though I am ignorant how it proſpers, and it is to be doubted whether the ſaid Aſſociation has not done more Harm than Good to this Capital of the *Portugueſe* in the *Indies*; it is however from hence only that this Nation are permitted to load for *Bengal* and *China*.

Baticala, the Metropolis of a little *Aſian* Kingdom in the Peninſula on this Side the *Ganges*, to which it has given its Name, carries on a very conſiderable Trade, almoſt all tranſacted by *Jews*; it conſiſts principally in Rice, which produces here two Crops yearly, diſtinguiſhed by no leſs than four different ſorts, of which the firſt and beſt is called *Gracateli*; the ſecond *Jambucal*; the third *Canacar*; and the fourth *Pacharel*; each of a different Value, according to its Quality. The other Commodities of this Place, are Powder Sugar, Mirabolans, and Sweetmeats of all ſorts. The Rice and Sugar are exported by the Ships from *Ormus*; and the Mirabolans are ſent to *Perſia* and *Arabia*; a large Quantity of Copper finds Vent here for the making Money, and Kitchen Furniture.

Of Malabar.

I Have before obſerved that all this Part of *India*, which from a common Name is called *Malabar*, was divided into ſeveral ſmall States, with the Title of

of Kingdoms, that they almoſt all bear, though they have particular Names to diſtinguiſh them; of which I ſhall give ſome Account, or at leaſt of their chief trading Cities, where the *Europeans* have Settlements from *Goa* to Cape *Comorin*, after having ſaid ſomething of this Trade in general.

The Air is good on all the Coaſt of *Malabar*, and there is hardly a Country in *Aſia* more fertile; the black and white Rice, which makes a Part of its Trade (and probably the moſt conſiderable one) is gathered here (as abovementioned) twice a Year; and beſides a Quantity of excellent Fruits, which ſerve for the Shippings Refreſhment, here may be loaded a Quantity of Cardamoms, Cinnamon, Betel, white Areque (and red for Dying) but above all Pepper, of which vaſt Parcels are annually exported.

There are ſeveral other Parts in *India* where this laſt Commodity is produced, but it no where grows in greater Abundance, or of a better Quality than on this Coaſt, from *Viſapour* to Cape *Comorin*; the largeſt Berry comes from *Viſapour* and *Canara*, all other Places producing the Grains of a leſſer Size, though theſe are moſt eſteemed by the *Indians*, who come here to ſupply themſelves with it.

The Cardamoms are gathered in the Kingdom of *Cananor*, on a Mountain ſix or ſeven Leagues from the Sea, which it is believed is the only Spot in the World where they are found; a few of them are tranſported to *Europe* for Medicinal Uſes, and the reſt to *India*, *Perſia*, and *Arabia*; where the Rice is never thought good, till ſeaſoned with this agreeable Spice.

The Cinnamon is not near ſo good as that of *Ceylon*, and but little of it left, ſince the *Dutch* rooted up what grew at *Cochin*; and the Betel is only proper for the Eaſt.

Mirzeou, is the firſt Place of the Kingdom of *Canara*, near the Frontiers of that of *Viſapour*, about eighteen Leagues to the South of *Goa*; the *Portugueſe* had here one of their moſt ancient Fortifications, but the *Canarins* took it from them in 1662, after Defence which neither did Honour to the Beſiegers or Beſieged.

Mangalor, which is eighteen Leagues from *Billipatan*, and *Bacanor* nine Leagues from hence, are the two principal Places of *Canara*, as well for Trade as the Goodneſs of their Ports. Pepper, and black and white Rice, are the chief Merchandizes exported from theſe two Cities, the Trade of this laſt Commodity being ſo great at *Mangalor*, as to load fifty or ſixty Veſſels with it yearly.

Onor is a ſmall Kingdom of *Biſnagar*, where the *Portugueſe* have a Factory, and purchaſe almoſt all the Pepper gathered here, which has the Reputation of producing the beſt and heavieſt in all *India*. Here may be ſhipped off about eight thouſand Quintals yearly, bought of the King of *Baticala*, who is alſo Sovereign here, and muſt be paid for ſix Months before the Crop, otherwiſe the Factors will return without it. A Quantity of Rice is alſo extracted from hence for ſeveral Parts of *India*.

Cananor is one of the largeſt Kingdoms of *Malabar*, and though it yields to *Calicut* in Extent, it greatly exceeds it in Trade and Number of Inhabitants. Its principal maritime Places are *Bilipatam*, *Tramapatan*, and *Cananor* the Capital, to which it has given Name. The *Portugueſe* for a long time preſerved here the firſt Fort they built in *India*, but loſt it with *Cochin* in 1662; from which time the *Dutch* who took it, remained in a manner Maſters of the Trade of this Part of *Malabar*, which has not leſs than twenty-five Leagues of Coaſt.

The Goods extracted from hence are Sugar, Pepper, Ginger, Cardamoms, Areque, Elephants Teeth, Caſſia, Honey, and Ambergreaſe, found at *Cape Comorin*. Here is ſome Trade carried on in Jewels, as Granates, Sapphires, Hyacinths, Rubies, Topaſſes, and particularly a Stone nominated among the *Europeans* from the Place of its produce Cananor Stone, of ſome uſe in Medicine with the *French*. It is aſſerted, that upwards of two hundred Veſſels come here yearly; and tho' a conſiderable Trade is carried on in the abovementioned Commodities, it is certain that Rice, in which this Kingdom ſo much abounds, is the chief Loading of them.

Caola is a Village one League to the Southward of *Cananor*, where very fine Linens are made; and a little farther *Tremapatan*, renowned alſo for its Bazar, Merchants and Linen.

Bilipatam is a City of *Cananor*, where the greateſt Pepper Trade is carried on; it is large, and inhabited by rich Mahometan Merchants, being ſeated on a ſmall River, three Miles from the Sea. The *Engliſh* have a Settlement here, and load a chief Part of the Pepper they ſend to *Europe*.

Tilichery, called by the *French Tilceri*, is four Leagues from the laſt mentioned Place, three from *Cananor*, (tho' Mr. *Echard* puts it down thirty Miles) and only one from *Tremapatan*. The *Engliſh* have a Fort here, and Prince *Onitri* gave the *French* Permiſſion in 1670 to tranſlate their Factory from *Bilipatan* here. Its Trade is the ſame, as that of the above-mentioned neighbouring Places, with the Addition that here is found ſome Sanders, and from this Kingdom is ſhipped a great deal of Pepper for *Perſia*, *Baſſora*,

Mocha and *Maſcati*, at which Places the ſmalleſt Grain is in greateſt Eſteem.

Calicut, called formerly the Empire of *Samorin*, is the largeſt of all the Kingdoms on this Coaſt, and the Title of Emperor, which all the other Princes give to its Sovereign, ſeems to acknowledge a Superiority; yet in reality all the petty Kings of this Part of *India*, are wholly independant one of another.

This Kingdom extends from *Pudepattan* River to that of *Cranganor*, being about thirty Leagues of Coaſt, and was once a Place of the greateſt Trade in *India*, as well on Account of the Reſort here of foreign Merchants, as for the Commerce and Navigation that its Ships maintained with the moſt celebrated Cities of *Aſia*: But firſt *Goa*, and afterwards *Surate* carried away the Buſineſs from it; beſides the Coaſt being bad, and Inundations very frequent, have not a little contributed to drive its quondam great Trade from hence, though here ſtill remains a tolerable one.

The *Engliſh*, *French* and *Dutch* have Settlements here, and though it be the Capital of the *Samorin* Empire, yet the Court removed farther within Land, and thereby occaſioned a conſiderable Diminution to the before decaying Trade of this Place; its Bazar is nevertheleſs one of the handſomeſt of *Malabar*, it containing four or five Streets always full of rich Goods, of which the chief are Pepper; fine Linen; natural Salt Petre, that wants but little Purification, and which is found in Plenty all over the Kingdom, particularly on the Side of *Sirinpatan*; Sanders; excellent Rice, which here as well as on all the reſt of this Coaſt, is not one of the leaſt Objects of Trade.

The Sand of the Sea Shore on the Coaſt of *Calicut*, eſpecially at the Rivers Mouth, is found mixed with Grains of pure Gold, by which many poor People find a comfortable Subſiſtance, though the Grains are commonly very ſmall.

Tanor is the chief trading Place of a very little Kingdom, from which it is denominated, and whoſe King, though his Dominions are hardly ten Leagues ſquare, is as much a Sovereign as the *Samorin* himſelf.

This City, if it may be called ſo, is five Leagues to the Southward of *Calicut*; it has only an open Road without any River, and the Inhabitants of its Bazar are rich *Mahometans*; this Nation is at Enmity with the *Dutch*, but ſtrongly allied with the *Portugueſe*, and the *French* were well received by them in 1672.

Cranganor, (between *Tanor* and *Cochin*) is but a very ſmall Kingdom, where nevertheleſs the *Portugueſe* had a conſiderable Fort, which was called *Cranganor of the Portugueſe*, to diſtinguiſh it from the *Cranganor of the Malabars*: The *Dutch* took it in 1662.

Cochin, another Kingdom which commences where the laſt mentioned ends, had two Capitals diſtinguiſhed like thoſe of *Cranganor*, and *Cochin* of the *Portugueſe*, and was alſo taken by the *Dutch* in *January* 1667.

Porco, *Percatti* or *Percats*, comes next; and afterwards *Calicoulang*, and *Coulang*, which are the laſt Kingdoms of *Malabar*, The *Engliſh* and *Dutch* have their Factories in the chief and beſt Places of theſe petty Kingdoms; and the latter have Forts at *Coulang* and *Cochin*, to ſecure the Pepper Trade which is very conſiderable here, and which their Veſſels yearly load in paſſing, continuing their Rout to *Surate*, *Perſia*, and the *Red* Sea, where they diſpoſe of the major Part, in exchange for many rich Merchandizes, that all theſe Places produce, and which they bring afterwards to *Batavia*.

The Traffick of theſe ſix little Kingdoms is but little different from that of the reſt of *Malabar*, though here are notwithſtanding ſome natural Productions, that are peculiar to each of them, and not to be found in the others; which in ſome Meaſure varies the Trade. In general, the Exports from hence are Pepper; Cardamoms; Lacque; Ginger; Tamerinds; Opium; Ambergreaſe; Rice black and white; Kiſſeri and Cayang, (a Specie of Peaſe) Sanders; Saltpetre; and Linens of diverſe Sorts, though neither ſo fine or well painted as thoſe about *Surate*, of which I have already ſpoke; nor thoſe of *Coromandel* and *Bengal*, of which I ſhall treat hereafter.

Coulang is a Kingdom in the Peninſula of *India*, on the Coaſt of *Malabar*, whoſe principal Trade conſiſts (like thoſe before deſcribed) in Pepper, which the *European* Ships and *Indian* Junks come here to load; and there is on the Coaſt a Fiſhery for Pearls, pretty conſiderable, which belongs to the King.

Of the Coaſt of the Peſcherie.

THIS Coaſt (properly that of *Madura*) called alſo the Pearl Coaſt, extends itſelf from Cape *Camori* (or *Camorin*) to *Negapatan* (or *Nagapatnam*) being the firſt Part of *Coromandel*. It has before it the Iſles of *Manar*, and *Ceylon*, and it is in the Streights which ſeparates them from the Continent, that the Pearl Fiſhery is carried on.

The inland Parts of this Country are arid and almoſt barren, where none of thoſe Legumen, or admirable Fruits are gathered that render Life ſo commodious

modious in all *India*; except a little Rice, hardly ſufficient for the Inhabitants; ſo that it is only this fiſhing of Pearls, that keeps the Natives here, and gave Birth to that Envy in the *Dutch* againſt the *Portugueſe*.

Tutucorin is deemed the Capital of this Coaſt, though leſs for its Grandeur and Beauty, than for the Fiſhery of Pearls carried on here, and becauſe its Inhabitants are the moſt expert in it; thoſe alſo of *Calipatnam* are in Eſteem, and theſe two Towns furniſh the greateſt Number of Boats. The *Portugueſe* ſettled here on their firſt Arrival in *India*, and the *Dutch* took it from them in 1658, and have kept it ever ſince, ſharing this marine Treaſure with the Sovereign of the Country; all the Oyſters taken being publickly ſold as ſoon as the Fiſhery is over.

Of the Coaſt of Coromandel.

THIS Coaſt begins at the Point of *Negapatam*, where that of the *Pecherie* ends, and reaches to the River *Nagund*, and the City of *Maſulipatan*; though ſome give it a greater Extent, and continue it to *Bengal*.

The Trade carried on by the *Europeans* here, is very conſiderable, where they have all great Settlements, Forts and Factories; having been invited thereto by the Goodneſs of this Port and Roads on this Coaſt, which are the beſt in *India*, and are a great Refuge to their Ships, when during the bad Mouſſon, they are obliged to quit the Coaſt of *Guſſurate* and *Malabar*, as they cannot remain there in Safety.

The chief Eſtabliſhments which the *Europeans* have on this Coaſt, are *Madras*, or *Madraſpatnam*, *Pettepollee*, *Connimeer*, *Metchlepatam*, *Vizagapatam*, and *Maddapollam (N. B.* Patnam *means a City in all the* Peninſula *on this Side the* Ganges) belonging to the *Engliſh*; *Pondicherry*, appertaining to the *French*; *Nagapatnam*, *Niſipatan* (otherwiſe *Portapouli) Teguenapatnam*, *Sadraſpatnam*, *Maſulipatnam*, *Dathkeron*, *Bimilipatnam*, *Naguernantze*, *Conjemere*, and *Paliacate*, poſſeſſed by the *Dutch*, and *Tranquebar* by the *Danes*. I might here introduce *St. Thomas*, as a *Portugueſe* Factory on this Coaſt, being the Place where they tranſact their Trade from *Coromandel*, but this Nation has no Fortification here, as the others have at the Places aforementioned.

Madras is ſeated in the Latitude of thirteen Degrees, ten Minutes (Mr. *Charles Lockyer* ſays thirty Degrees) North, and an hundred and two Degrees thirty Minutes of Eaſt Longitude, and after the *Dutch* had ſhut the *Engliſh* out from *Bantam*, became the Reſidence of one of the Company's two Preſidents in theſe Parts, and is now regarded as the Centre of its Trade, either with *Europe* or *India*.

From four to ſix Ships is the common Number that arrive here yearly, directly from *Europe*, and much the ſame in Return, loading with the Goods of the Country, and thoſe collected from their other Factories on this Coaſt, or what their Trade in *India* has brought here, which are Silk Stuffs, Silk and Cotton Handkerchiefs, Cotton in Thread and Wool, Indigo; all Sorts of Muſlins and Callicoes; *Maſulipatnam* Chints, reckoned the moſt beautiful made in the *Indies*, and the moſt eſteemed in *Europe*; Diamonds and other precious Stones from the Mines of *Golconda*, &c.

A Trade is carried on from hence by the Factory, to all Parts eaſtward of the Cape of *Good-Hope*, as to *China*, *Manilla*, *Batavia*, the Coaſts of *Java*, *Jahore*, *Malacca*, *Queda*, *Pegu*, *Arracan*, *Bengal*, *Siam*, and all the *Coromandel* Coaſt, with *Achen*, *Priaman*, *Indrapore*, *Bencoolen*, *Bantall*, &c. though the *China* Voyage is the moſt deſirable one, on Account of the Returns in Gold and fine Goods; but the Company having for ſome Years paſt ſent Ships directly from *England* there, the Advantages of a Trade between that Country and *Madras* are greatly diminiſhed; and that to the *Manillas*, is of two Sorts, the one carried on by the *Engliſh* Merchants ſettled on the *Coromandel* Coaſt; and the other by the Traders of the ſame Nation from *Europe*, but both muſt go under foreign Colours, thoſe from hence under *Iriſh*, and thoſe from thence under ſome *Pagan*, the *Spaniards* admitting all Nations whether from *Europe* or *India*, at the *Manillas*, in their own Ships, and under their own Colours, except the *Engliſh* and *Dutch*, who are denied this Privilege; the latter for their Attempts to take them, more particularly for their Enterprize againſt them in 1649; though the Prohibition to the *Engliſh*, is unmerited, at leaſt for any thing I ever heard.

Few or none of our Nation value themſelves on the *Iriſh* Enſign to go there directly (this Trade being regarded as illegal here, though permitted there) ſo that they are generally ſupplied with our Goods, by the other Method open to them; the Goods ſent from *Madras* there, are long Cloths, or white Cotton Cloths, of ſeventy two Cobdes in Length, and two and a quarter broad; others of the ſame Length and Breadth much finer; the ſame Specie, common Blues; white common Salempoures; and the ſame blue; various Sorts of Percales, white and blue; common Cambayes of *Madras*, and *Bengal*; Mongonpous;

gonpous; *Bengal* Taffeties, of red and mixed Colours; Souſies; common and fine Belelaes; *Malchapatan* Sattins; Lampaſſes, and Chites, or painted Linens; Guerraſies, and raw Silk of *Bengal.* Beſides which *Indian* Commodities, the *Engliſh* ſend a great many of the *European* ones; ſuch as Camblets, Cloths, Serges, Hats, worſted Stockings; Cryſtals; *Flanders* Lace; Perpetuanas, *&c.* and when a Cargo is intended for the *Manillas* from *Europe*, ſome good *Grave*'s Claret, and *Nantz* Brandy in Bottles ſhould be added, as this finds an advantageous Diſpatch among our Countrymen at *Madras*, or if carried on, among the *Spaniards* at the *Philippines.* The Commodities brought back to our ſaid Settlement on Return of the Voyage, are Dollars, Brimſtone, Leaf Tobacco, *&c.* and ſometimes they touch at *China* in their Way home, and there truck the Merchandize they got from the *Spaniards* againſt Gold, as this leaves a great Profit.

But lately the Gentlemen at *Madras* have ſent their largeſt Ships to *Mocha*, *Perſia*, and *Surate*, with *Bengal* and *China* Goods, calling at ſeveral Ports on the *Malabar* Coaſt in their Way, eſpecially at *Calicut* for Pepper, Cocoa Nuts, Coyr, Cardamoms, Nux Vomica, Turmerick, Coculus Indi, *&c.* and Rice is often a profitable Commodity in *Mocha* and *Perſia*, as I have before obſerved.

A Man with a fair Character may eaſily find Money here on his own Perſonal Security at *Bottomree*, or *Reſpondentia*, to what Port ſoever he be bound, at the following Rates, *viz.*

To *China*, 20 or 25 *per Cent.* *China* and *Perſia* 40 to 45. *Bengal* 16 to 18. *Achen* 16 to 18. *Batavia* 20. *Pegu* 20 to 25. *Batavia* and *Surate* 35 to 40. *Manilla* 30 to 35. *Surate* 25 to 30. *Surate* and *Perſia* 35 to 40. And *Mocha* 30 *per Cent.*

Pondicherry is ſeated in the Territories of the Prince of *Gingy*, at twelve Degrees of Latitude, and an hundred and fourteen Longitude, where the *French* have a very ſtrong Fortification and well garriſoned, as we lately experienced to our Coſt; their Warehouſes here are large, and the Goods with which they are commonly filled, deſtined either for *Europe*, or the Commerce of *India*, *Perſia*, and the *Red* Sea, are collected leſs from *Coromandel*, than from *Bengal*, *Surate*, and the Coaſt of *Malabar*, where the *French* Company's Ships go to load them; there is notwithſtanding a Quantity of Cotton Cloth made here, and in its Neighbourhood, both white and ſtained, with Muſlins, Silks, *&c.* all which Commodities they load for *Europe*, and make their Cargoes to conſiſt of the ſame Goods as the *Engliſh*.

The *Coromandel* Trade is one of the moſt important to the *Dutch*, of any they carry on in *India*, as may be judged from the great Number of Settlements which they have on this Coaſt, and even in the Capital of *Golconda*, of which I have above mentioned the chief; although a few Years preceding the End of the ſeventeenth Century, it was become as a Sort of an Expence inſtead of Benefit to them, by the great and continual Impoſitions of the *Mooriſh* Rajas, which ſeemed not to be diſapproved of by the King. This bad Uſage obliged them to arm for obtaining the Satisfaction which they thought due: They took *Maſulipatnam*, and by that obliged the King of *Golconda* not only to confirm their ancient Agreements, but to add thoſe that were more advantageous; and alſo to aſcertain in a better Manner, the Cuſtoms on Imports and Exports, which the Rajas who formed them, of their own Government, only levied according to their Pleaſure, or exacted in Preſents, near as much as the Company could benefit themſelves, on the Goods they ſhipped or delivered there.

Three of the moſt advantageous Prerogatives that the *Dutch* now enjoy in the States of the King of *Golconda* are, firſt, that no Merchant with whom the Chief of the Factory is in Treaty about Buſineſs, ſhall be moleſted either in Perſon or Effects, even for the King's Affairs, till previouſly the Company be ſatiſfied in all their Pretenſions on the ſaid Merchant. Secondly, that the Weavers, Painters, and other Workmen employed by the Company, ſhall not be interrupted in their Labours, although for the King's Service, till they have complied with their Contracts; and thirdly, that they ſhall have Liberty to employ what Brokers they pleaſe, without being obliged to take thoſe belonging to the King or Rajas.

And they have likewiſe another Privilege which they enjoy in common with the other *Europeans*, and is that, not to pay the Duty of *Chappadellalah*, that is marking the Linens, which to the Natives amounts to twelve *per Cent.*

The Goods which the *Dutch* carry to *Coromandel*, are principally Spices; Silver; and *Japan* Copper; Mine-Gold; *Malacca* Pewter; Quickſilver; Lead; Vermillion; Camphire; Elephant's Teeth; Sanders; Siampan; *European* Cloths and Stuffs; for which they barter Linens and all the other Commodities before ſpoken of.

Golconda, which I have ſo often mentioned in ſpeaking of the Trade tranſacted on this Coaſt, is the moſt conſiderable of all the Kingdoms in this Part of *India*, either for Extent or the Buſineſs that Strangers negotiate here, or that its Merchants carry into all Parts of *Aſia*.

Beſides the antient Domains of the *Golcondan* Kings, it is encreaſed by a Part of *Biſnagar*, and *Orixa*, this confining

confining on *Bengal*, and the other Neighbour to the *Mogul*, ſeparated by Mountains from *Malabar*.

This Kingdom is principally celebrated for two Things, *viz.* the Port of *Maſulipatnam*; and the Diamond Mines, which have been diſcovered for above two hundred Years, and produce great Quantities of thoſe precious Stones. The major Part of the Country of *Golconda* is ſo fertile, that it commonly produces two, and ſometimes three Crops of Rice in a Year, ſo that this Commodity makes one of the principal Articles of its Trade. The Cotton Cloths, and among others, the painted ones of *Maſulipatnam*; the Salempouris, Percalles, and the Betilles of *Golconda* and *Ragamandraca*; the Dongris *Tatepaque*; (called Dougrais of *Peta*) and the fine Betilles of *Naſapori*, and of *Condepouli*, are not the ſmalleſt Objects of Trade; and it is an inconceivable Quantity that is yearly tranſported to all *Aſia*, and of which too many are brought to *Europe*. The Commerce of theſe Linens paſſes entirely through the Hands of Pagans, Natives of the Country; though confined only to thoſe among them called the *Banians*, who compoſe the third Claſs or Tribe of thoſe Idolaters, and who are all Merchants, Brokers, Factors, or Exchangers. The Indigo of *Golconda* hardly yields in Quality to that of *Labor*, though it is not ſo good as that of *Agra*; it is chiefly cultivated at *Condepouli*, *Maſulipatnam*, *Sadraſpatnam*, *Gelapoudi*, and *Eſcoines*, from whence the *Dutch* uſually fetch it to ſell at *Chaul* and *Dabul* to the North.

Cryſtal, Granates, Topaſſes, Agates, Amathyſts, Bezoar, Betel, Rice, Steel, Iron, and a Plenty of Refreſhment for Ships coming there to trade, do alſo conſtitute a Part of their Commerce, which is ſo advantageous here, and at the other Ports dependant on it, to the *Dutch*, as to induce them many Years to employ upwards of three hundred thouſand Pounds in Goods, of which they ſend a Part to *Europe*, and diſtribute the reſt in *India*.

Maſulipatnam is the principal Port of the Kingdom of *Golconda*, on the Coaſt of *Coromandel*, and called ſo from *Maſuli* (a Fiſh) and *Patnam* (a City) being a Name ſuited by the Natives to its Situation, which is upon a River greatly abounding in this agreeable Food, as its Road alſo does, being beſides the ſafeſt in all *India*. Theſe Advantages draw here the Merchants of all Nations, and is equally commodious to them, and thoſe of the Country, for ſending their Ships into almoſt all Parts of *Aſia*; the greateſt Number of thoſe bound for *Pegu*, *Siam*, *Aracan*, *Bengal*, *Cochinchina*, the *Red Sea*, *Madagaſcar*, and the *Manillas*, ſailing from hence; and though the Exports here are the ſame, as thoſe from the reſt of this Kingdom, it is principally for the Beauty of its painted Linens, that it is ſo well known in *Europe*, of which here are two Sorts (as at *Surate* and other Places in *India*) *viz.* the one painted with Pencils, and the other only ſtamped; and notwithſtanding the ſame Colours are uſed in both Species, thoſe painted greatly excel in Beauty; theſe Colours, eſpecially the red, are fixed in with a Plant called Chay only found in the Kingdom of *Golconda* along the *Coromandel* Coaſt; and the Advantage which it gives to the Linens wherein it is uſed, is, that they become more beautiful with Waſhing: the Vivacity of the Colours augmenting by the Water, and laſting, as one may ſay, longer than the Stuff itſelf. At *Maſulipatnam*, are alſo found, Salt, Serges, ſome other light Stuffs, and Rice in greater Abundance than in any other Place on the Coaſt.

Of the Kingdom of Bengal.

THOSE who terminate the Coaſt of *Coromandel* at *Maſulipatnam*, call that the Coaſt of *Orixa*, which continues to *Bengal*, and even ſome comprehend in this the City of *Pipeli*, though it really is in the Kingdom of *Bengal*.

Although the Kingdom of *Orixa*, which gives Name to this Coaſt, has many Ports, they are all ſo bad, that the *Europeans* carry on little or no Trade at them, ſo I ſhall paſs on to that of *Bengal*, one of the richeſt in the *Indies*.

Bengal is a Kingdom ſituated to the Eaſt of *Indoſtan*, towards the Sea; ſome formerly believed, and among them *Moreri*, that here had been a City called *Bengal*, which had given its Name to the Kingdom, of which it was the Capital. It is certain that there neither is, nor ever was, a City ſo called in theſe Parts; and what is more, there is no City at all, ſeated at either of the *Ganges* Mouth, as the ſaid Authors have aſſerted. If there is a Metropolis, it muſt be that where the Viceroy reſides, which was formerly at *Dacca* or *Decca*, but for a long time paſt the Court has been kept at *Caſembazar*; the firſt of theſe two Cities is large, and ſituated on the *Oriental* Branch of the *Ganges*, near ſixty Leagues from its Mouth, and the other is upon the weſtern Arm of the ſame River, at ſixty Leagues above *Ougli*.

All the Maps of this Country are faulty, as well in the Form as Latitude of this Kingdom's Coaſts, they making the *Ganges* diſcharge into the Gulph of *Bengal*, to be at twenty-three Degrees of Latitude, when it is really at twenty-one Degrees fifteen Minutes; and are alſo very defective in the Situation of Places, which I thought proper to mention as not foreign to my Subject.

The Commerce carried on here, as well by Strangers as the Inhabitants, is very conſiderable; and in which here are concerned, *Perſians*, *Abiſſins*, *Arabians*, *Guzuratins*, *Malabars*, *Turks*, *Moors*, *Jews*, *Georgians*, *Armenians*, and in fine, Merchants from all the Parts of *Aſia*. All the Chriſtian Nations eſtabliſhed in *India* ſend their Ships here, as it is the Merchandize of *Bengal*, that makes a conſiderable Part of their Reloadings for *Europe*, beſides thoſe they extract for their *Indian* Trade.

The moſt trading Cities, and where the *Engliſh*, *French*, and *Dutch* have their moſt flouriſhing Settlements, are *Caſembazar*, *Ougli (Ougeli*, or *Hugueli) Pipeli*, and *Bellezoor*; to which may be added *Patna*; for although ſome place it without the Juriſdiction of *Bengal*, by making it the Capital of a petty Kingdom ſubject to the *Mogul*, yet as its Trade is all carried on through *Ougli*, I ſhall not ſeparate it from the aforementioned Cities.

The *Engliſh* have their Eſtabliſhments at *Ougli*, *Pepeli*, and *Bellezoor*, the *French* at the two firſt, and the *Dutch* in all the ſaid five Places.

Ougli is the City, where all the Nations concur, who carry on the *Bengal* Trade, and where the richeſt Merchants of the Country reſide, whether *Moors* or *Pagans*. Its Warehouſes and Shops are always full of rich *Indian* Goods, but each Sect of the Natives have their particular Quarters in the Bazars, without ever mixing, as much for the greater Freedom in Trade, as out of a Principle of Religion, which hinders theſe ſuperſtitious People from having a too great Familiarity together.

The Lodge which the *Dutch* occupy at this Place, is very large and magnificent, having at once the Air of a Fortification and Palace. The Director lives here like a Prince, and next to *Batavia*, this is the Place where the Power and Splendor of the Company appear in their greateſt Luſtre.

Caſembazar is the Part of *Aſia*, from whence the *Dutch* draw the greateſt Quantity of Silks, which they bring down the *Ganges* to *Ougli*, and from thence ſend Part to *Japan*, and Part to *Europe*; it is for this Buſineſs that they maintain a conſiderable Factory here, though they beſides are furniſhed by it alſo with a Quantity of Taffeties plain and ſtriped, and the fineſt Linens that *Bengal* produces.

The Crop of Silks at *Caſembazar* may amount in a common Year to twenty-two thouſand Bales of a hundred Pounds each, of which the *Dutch* Company have leave to buy only ſix or ſeven thouſand, the reſt are divided between the *Tartars* and the *Mogul*'s Subjects, or remain in the Country for the Manufactures.

At *Chiopera*, in the Diſtrict of *Patna*, are the beſt Refineries of Saltpetre, and it is there that the greateſt Purchaſes of this Commodity are made; and from whence the largeſt Quantity of it comes that is exported from *Bengal*; and it is for this Trade only, that the *Dutch* have a Factory here.

It muſt be obſerved, that in regard of the Merchandize that is extracted from *Patna* and *Caſembazar*, they muſt be ready to be carried down to *Ougli* at the end of the rainy Seaſon, as the Canals by which they are conducted grow dry in two Months, after the fair Weather Mouſſon commences, and then the Land Carriage greatly augments the Expence.

The Merchandizes proper for *Bengal*, are *Japan* Silver, Copper, *Malacca* Pewter, Vermillion, Alkermes, Quickſilver, Lead, Tables, Cabinets, and other Moveables, japaned, Porcelane of *China* or *Japan*, Looking-Glaſſes, Cloths, and all ſorts of *European* Merchandize, Pepper, Spice, Areque, Elephants of *Ceylan*, and their Teeth, Birds of Paradiſe, and *Ternate* Parroquets. The Goods of the Country's Growth, or that are brought there from the neighbouring Kingdoms, with which the *Europeans* uſually load their Ships for the homeward bound Voyage, conſiſt in raw Silks, called *Tany* and *Mouta*, Cotton Wool and Thread, red Wood, various Boles, Coffee, Cowries, (or Cauris) which ſerve for ſmall Money here; white and yellow Wax, Canes, and Rattans, Gutta Gamba, *Bengal*, *Labor*, *Coromandel*, and *Agra* Indigo, three ſorts of Lacque, Myrrh, various Perfumes, Salt, Rice, Saltpetre refined and unrefined, Terra Merita, Sugar and Sugar Candy.

With theſe two laſt the *Dutch* load ſeveral Ships entirely every Year; Part for their own Accounts, and Part on freight for the *Mooriſh* Merchants, deſtined principally for *Perſia*.

There is likewiſe exported from *Bengal*, Borax, Opium, Grain, Gums, and Medicinal Roots, embroidered Counterpanes, Carpets, and Stuffs, ſent to *China*, *Japan*, *Camboya*, *Tunquin*, and ſeveral other Parts of *India*, and (of which large Parcels come to *Europe)* Fruits, Butter, (packed in Copper-Pots, or Sacks made of Buffalo Skins) Honey, various ſorts of Sweatmeats, Diamonds (of which here is an ancient Mine in the Kingdom) and many other Species of precious Stones, Slaves, either of the Country, where the poor People ſell their Children to ſubſiſt, or thoſe of *Aracan*, a neighbouring Kingdom, whoſe Inhabitants exerciſe Pyracy more than Trade, and whoſe principal Merchandize conſiſts in their unhappy Neighbours of both Sexes, reduced by them to Slavery.

Although

Although all theſe Commodities make a rich Object of Trade to the Nations concerned therein, it muſt notwithſtanding be allowed, that the Dimities, Tickings, Linens, and other Cotton Goods made here, are Commodities, that the *European* Companies Ships bring back in the greateſt Quantities, and with which the *Indian* Merchants alſo make a great Part of their Veſſels Loadings. It is in this Kingdom only that the Herb grows of which many ſorts of Goods are made, and the Natives of the Country who carry on the inland Trade, and through whoſe Hands almoſt all the *European* Affairs paſs, are the *Banians*, who are all either Merchants, Brokers, Bankers, or Bookkeepers, and among them many are concerned in the Marine Trade, either in their own Ships, or by thoſe they freight.

Of the Trade of Aſem *or* Azem.

THIS Kingdom (in the Great *Indies*) is one of the beſt Countries in *Aſia*, rich in Mines of almoſt all ſorts of Metals, ſuch as Gold, Silver, Steel, Lead, Iron, *&c.* It alſo produces a large Quantity of coarſe Silk, and the beſt Lacque in all the World. All the Mines belong to the King, and the Gold is prohibited Exportation, though the Silver Coin makes an Article in Trade, and may be carried off by Strangers. Another Branch of Commerce, and that no ſmall one, conſiſts in Bracelets and Collars, for the Arms and Legs, of which they uſe great Quantities themſelves, and ſend as many to the Kingdom of *Boutan.*

Of the Trade of Benares *or* Banarous.

THIS is one of the greateſt Cities in the *Eaſt-Indies*, and ſeated to the Northward of the *Ganges* which waſhes its Walls; its Trade is very conſiderable, particularly in Silk Stuffs and Cotton Linen, both white and painted. The Caravanſeras here are many, and very commodious, in the principal of which are ſold the moſt valuable Goods, under two vaſt Galleries raiſed in the middle of the Court; and as it is commonly the Artificers themſelves, who come here to ſell their Goods, Strangers may have them at firſt Hand, and conſequently cheaper, than in moſt of the other Cities of *India*, where the *Banians*, *Jews*, or *Armenians*, buy them to reſell.

Of Aracan *and* Pegu.

THESE two Kingdoms, which follow that of *Bengal*, and whereof the latter's Coaſt join thoſe of *Malacca*, are better known in *India* by the Pyratical Courſes of the one, and the laſting Wars of the other with the King of *Siam* for the famous white Elephant, than for the Largeneſs of their Commerce with the *Europeans*; the *Engliſh* and *Dutch* however preſerve ſome Correſpondence with *Aracan*, on Account of the Refreſhments which their Ships are ſometimes obliged to take there, yet without having any Settlements, although the King has often invited thoſe two Nations to an Eſtabliſhment in his Country.

In reſpect to the Kingdom of *Pegu*, the *Dutch* ſend ſome Ships here yearly from their Settlements on the Coaſts of *Coromandel* and *Bengal*, loaden with Linens of this laſt Kingdom, from *Maſulipatnam*, and *Meliapour*, better known under the Name of *St. Thomas.* The proper Linens for this Commerce are Lagias, or Alegias, Topites, and Corpi Pintadi; the *Peguans* preferring the Linens of *Meliapour* to all others, and it is with theſe that they cloath themſelves, without the Taylor's Aſſiſtance, each Piece making a compleat Habit, in turning it many Times, and in many Manners about their Body; the Women cut them in four, and cover themſelves to their Knees. There is alſo brought them Opium, Pepper, Cinnamon, Nutmegs, Sanders, and Wood of Paradiſe.

The Exports from hence are Ginger, Gold, Silver, precious Stones and Pearls, which two laſt are contraband, and here muſt be a Permiſſion from the King, for either buying or ſelling. This Kingdom alſo produces a Quantity of Rice, and it is from hence that the *Dutch* carry it to *Malacca*, beſides which the Exports are Elephants Teeth, Pewter, Honey, Wax, Cardamoms, Long-Pepper, Cachou, *&c.*

Of Malacca.

THIS City is ſeated at two Degrees and a half of Latitude on this Side the Line, in the Streights, to which it gives Name, and ſeparates the *Terra Firma* from the Iſle of *Sumatra*. *Alphonſo Albuquerque* took it from the King of *Ibor* (or rather *Gobor*) in 1511, and it was unſucceſsfully attacked an hundred Years after by the *Dutch*; though they were more fortunate in 1641, when they drove the *Portugueſe*

out, after a Siege of ſix Months, and have remained Maſters of it ever ſince. Its Port is one of the beſt and ſafeſt in *India*, and may be entered at all Times of the Year, which is an Advantage that neither that of *Surate* or *Goa* enjoys, nor any others of *Guzurate* or *Malabar*, which are all ſubject to the Mouſons. Whilſt it remained in the Hands of the *Portugueſe*, it was one of the Staples for the *Indian* Trade, and as a Storehouſe to all the Eaſt, where the *Indian* Nations, accuſtomed to the Marine Traffick, uſed to aſſemble.

It ſtill ſupports its Reputation, and its Commerce is yet very conſiderable, particularly in Linens from *Surate*, *Coromandel* and *Bengal*, which find vent here, at *Andra*, *Giery*, and in the Rivers of *Siaca* and *Pera*, and here are alſo found other Goods, of which a part go by Land to *Siam* and *Pegu*.

The major Part of the Payments for theſe Linens, and other Commodities brought here by the *Dutch*, are in Gold and Pewter, on which large Profits are made in the other Parts of *India* they are ſent to. The chief Officer in Trade that the *Dutch* Company maintains here, is called *Chabander*, an *Indian* Name, which ſignifies Super-intendant, who is independant of the Governor, and has the ſole Direction of Trade and the Cuſtoms.

The *Dutch* are here about two or three hundred Families; the other Merchants are *Malayans*, *Moors*, or *Chineſe*; theſe laſt only concerning themſelves in the Retail of Tea, Sugar Candy, Sweatmeats, &c. but the others have their Shops ever full of all ſorts of Goods, that the *Dutch* Ships bring here.

The Trade carried on at *Malacca* was the leaſt Motive to the *Dutch* for its Capture, or that now induces them to maintain and guard it with ſo much Care; but its admirable Situation for that of *China* and *Japan*, beſides its commanding all the Streights in which it is ſeated, ſo that no Nation can paſs to the Eaſtward without their Permiſſion.

Ligor and *Tenaſſerin* are two petty Kingdoms in the Peninſula of *Malacca*, dependant on the King of *Siam*; the *Dutch* have Settlements here, and carry on a good Trade in Pepper and Pewter, in which I ſhall ſpeak in the following Section, where I am to treat

Of the Trade of Siam.

THIS Kingdom, ever ſince the Separation of *Tunquin* and *Cochinchina*, is one of the moſt powerful in *India*: Its preſent Bounds are *Cambaye* to the Eaſt; *Labor* to the North; *Ava* and *Pegu* to the Weſt; and the Sea of the Gulf of *Siam* (to which it gives Names) to the South. Its Capital is *Seia-Juthaia*, of which the *Europeans* have made *Judtia*, *Judia*, *Judea*, and *Odia*, and the *Portugueſe* call it *Siam*.

This City is ſeated on the *Menam*, a great River that falls into the Gulph of *Siam*, four Days Journey from it; and which, like the *Nile*, regularly overflowing and drowning the whole Country at periodical Seaſons, renders it very fertile in all Neceſſaries of Life, particularly in Rice, of which Foreigners yearly export ſeveral Ships Loads, though large ones cannot go up the River, but are obliged to attend, and take in their Cargoes below, whilſt ſmall ones may get up to *Bancok*, (five or ſix Leagues above its Mouth) but only Barks and Junks can reach the Capital.

There is no Part of *Aſia*, from whence Merchants are not ſeen at *Juthaia*, as they come here from *Japan*, *China*, the *Philippines*, *Tunquin*, *Cochinchina*, *Chiampa*, *Camboya*, the Iſles of *Sunda*, *Bengal*, the Coaſt of *Coromandel*, *Surate*, *Perſia* and *Arabia*; and the *European* Nations that have Settlements here, and the *Engliſh*, *Dutch* and *Portugueſe*; the *French* who had one alſo in 1586, were drove out from *Bancok* in 1688, and though they afterwards ſettled in another Part of the Kingdom, their Trade was ſo inconſiderable, that it may be juſtly ſaid they have ever ſince ſent more Miſſionaries than Merchants there.

It is only the *Europeans*, *Chineſe*, and *Moors*, (that is, all the *Mahometans*,) who are privileged to have Houſes in the City; the *Indian* Nations having them without, though their Quarters are all ſeparate, where they carry on their Trade, and exerciſe their Religion.

The *Dutch* carry on the greateſt Trade, and the Houſe they built in 1634, is one of the handſomeſt they have in all the *Eaſt*; yet this Settlement is only reckoned the twentieth in the thirty-two principal ones they have in all, under the general Government of *Batavia*.

Trade is one of the chief Profeſſions of the *Siamoiſ*, and it may truly be ſaid, that their King is the principal Merchant among them, whether for the Traffick at home or abroad.

His foreign Commerce is moſtly to *China*, where he annually ſends five or ſix large Veſſels; to *Japan*, where there go two or three; to *Camboya*, *Tonquin*, and *Cochinchina* the Deſtiny of as many; and in fine, to all the Coaſts of *India*, (eſpecially *Surate*) and even to *Perſia*, where there are always ſome of his Ships, commanded commonly by *Chriſtians*, as his own Subjects are no great Sailors.

The

The inland Trade of the Kingdom, carried on by his Factors, does not only conſiſt in the valuable Commodities, imported by his Shipping, of which his Warehouſes are always full, and ſold at the Prices he thinks proper; but alſo in the different Products of his Dominions, whether they be the Tribute of his Subjects, or what he cultivates in the Lands peculiarly belonging to him: So that only in Betel and Arque, green and dry, the King's Agents get upwards of ſix or ſeven hundred thouſand *French* Livres; and it is reported, that the Cuſtoms of *Bancok*, and the farming the circumjacent Gardens, produce him more than four Millions yearly. This Kingdom is rich in Mines of Pewter, Lead, Silver, and even Gold, though theſe laſt produce but little, and that of a very baſe Alloy; the Pewter Mines of *Lagor* being the moſt conſiderable, whoſe Metal makes one of the beſt Branches of Trade that the *Dutch* carry on here; the *Company* having a Treaty with the King, which interdicts the Purchaſe of this Commodity by any others than themſelves.

It is with this Pewter that the *Dutch* ballaſt their Ships in returning for *Europe*, preſerving however enough of it for their *Indian* Trade, where in many Parts they truck it againſt other Commodities to a very great Advantage.

The other Merchandizes which *Siam* produces, are Wood for building Ships (of which the *Dutch* load great Quantities for *Batavia)* Stags, Beaves, Buffaloes, and Tygers Skins, (of which latter, a ſtriped Sort eſteemed very valuable, more eſpecially for *Japan*) Gum Lacque, Lead, Sapan Wood, Calemback (or Aloes Wood) Honey, Wax, Sugar, Betel, Areque, Pepper, Rice, Salt, Varniſh, various odoriferous Woods, Tea, (that comes from *China* and *Japan)* Calin, (ſuppoſed by ſome a Metal between Pewter and Lead, though by others only a Mixture of them) Ambergreaſe, Linens of the Country, Elephants Teeth, Saltpetre, Gum Gutta, Canes and Rattans, Cotton, Ivory, Aſphaltus Wood, Muſks, Benzoin, and Silk, but theſe three laſt are brought here from *Laor*, when that Kingdom is not at War with this of *Siam*.

The Goods proper for this Trade, and which are principally in Demand at *Siam*, are Silk Stuffs, Spices; all Sorts of *Chineſe* and *Japan* Commodities, ſuch as flowered Velvets, japanned Works, Porcelane, Goldſmiths Wares, diverſe *European* Commodities, gold and ſilver Bars; but the Goods that find the readieſt and ſureſt Diſpatch, are the Linens from *Surat*, *Coromandel*, and *Bengal*; here are beſides imported, red Coral, yellow Amber, Quickſilver, Sanders, and Cloths; Pepper alſo was once a good Commodity, but ſince its Plantation here, the Natives have enough and to ſpare for Exportation.

Of Camboya.

THIS Kingdom, called alſo *Cambodia*, was formerly a Province of *Siam*, but at preſent only makes it the Acknowledgment of an annual Tribute, *viz.* of a Noſegay of golden Flowers. The Capital of this Kingdom, which the *Europeans* call by the ſame, and the Inhabitants *Rauveka*, is ſituated at ſixty Leagues from the Mouth of a River which falls into the Sea, to the Eaſt of the Gulph of *Siam*, and which like the *Nile*, and the *Menan*, overflow the Country regularly every Year. The *Portugueſe* had for a long Time this Trade to themſelves, but it is now open to all thoſe who will engage in it; and here are *Engliſh*, *Dutch*, *Portugueſe*, *Chineſe*, *Japaneſe*, *Siamois*, *Cochinchineſe*, *Malayans*, &c. of which ſome come with the South, and return with the North Mouſſoon, and others quite the reverſe. The *Dutch* ſend Linens here from *Malacca*, of which the propereſt for this Market, are *Bengal* Caſſas, white and red Betilles, Aſſortments of Serraſſes, and ſome Cotton Thread.

The Goods this Place produces for Exportation, are Benzoin, Gum Lacque, Wax, Copper Baſons, Iron *Chineſe* Pans, Rice loaded for *Quinam*, and a Quantity of Stags, Beaves, Buffaloes, and other ſavage Animals Skins, which here, as well as at *Siam*, are one of the beſt Articles in this Trade, and the eaſieſt ſold, by Means of the *Chineſe* and *Dutch* Traffick, to *Japan*, the former being the moſt conſiderable Traders here of all the eaſtern People.

Of Cochinchina.

THIS Kingdom is ſeated between thoſe of *Camboya*, and *Tunquin*, on a Gulph bearing its Name; its Length is about an hundred and ten Leagues, and its Breadth in ſome Places, only ten, twenty, or twenty-five at moſt; and notwithſtanding its ſmall Extent, it has the Kingdoms of *Chiampa*, and *Thien* for Tributaries, where it carries on a very great Commerce.

Its chief foreign Trade is that of *China* and *Japan*, carried on by the *Chineſe* ſettled here, or thoſe of *Canton*. The *Europeans*, eſpecially the *Dutch*, load many Merchandizes here; the *French*, as has been ſaid of *Siam*, have hardly any of their Nation here but Miſſionaries. The Commodities extracted of the

the Growth of the Place are Gold, (which comes from the Mines, or Duſt collected in the Gravel from ſome Rivers) of Calembac Wood, which grows in the Kingdom of *Champoa*, from whence they can only bring it to *Cochinchina*, and which ſells for its Weight in Gold, even on the Spot; Pepper is alſo extracted from hence, and ſent to *China*; Silks gathered in ſuch Quantities, that even the Cordage of their Gallies and Fiſhermens Nets are made of it: Taffeties, which are the only Stuffs made here; Sugar, ſhipped commonly for *Japan*; Wax, Areque, and Betel; Rice, with which many Ships are annually loaden; in fine, thoſe Bird Neſts ſo much eſteemed by all the *Indians*, as a ſalutary Food, which ſerve them at once both for Aliment and Regale.

Of Tunquin.

TUNQUIN, (or *Tonquin* as it ſhould be pronounced) was for a long Time a Province of *China*, when *Cochinchina* and *Chiampa* were a Part of it; at preſent theſe two Kingdoms are ſeparated, and *Tunquin*, more compact than before, is bounded on two Sides, by three Provinces of *China*, which are *Canton* to the Eaſt, and *Invan* and *Quanſi* to the North; to the Weſt it touches on the Kingdom of *Brama*, and to the South on *Cochinchina*, and the Gulph to which this laſt has given its Name.

The *Tunquinois* did not till pretty lately renounce the Politicks they had learnt from the *Chineſe*, not to trade with any foreign Nation, but at laſt they are become more tractable; having at firſt permitted Strangers to come and trade with them, and were afterwards emboldened to go and traffick with others, as they now do at *Siam*, *Batavia*, and in many other Places of *India*, they ſend Ships to.

The beſt Merchandizes that the *Europeans* can carry to *Tunquin*, are Gold and Silver, eſpecially Dollars, although they are not without them; as here comes a great deal of Gold from *China*, and a Quantity of Silver from *Japan*; beſides ſome pretend that this Kingdom has Mines of both theſe Metals, tho' Mr. *Tavernier* denies it, and with a reaſonable Probability. Other Commodities brought here, are Spice, Pepper, Quickſilver, Vermillion, Cloths, and yellow Amber. Theſe People are open and faithful in their Dealings, in which they are very different from their quondam Maſters the *Chineſe*, who pride themſelves in cheating Foreigners, and uſe a thouſand Chicaneries in their Purchaſes and Sales.

Silks are in ſuch Plenty at *Tonquin*, that both Rich and Poor equally clothe themſelves with ſeveral light Stuffs made of them in the Country; and the major Part of thoſe Things, which in other Places are made of Flax or Hemp, are compoſed here of this Material. The *Dutch* export great Quantities of theſe Silks for *Japan*, being more commodious than to fetch thoſe of *Perſia* and *Bengal*, as they did before their Trade was eſtabliſhed at *Tonquin*.

Here is alſo to be purchaſed Muſk, Tortoiſe Shell, Aloes Wood; (of which here is ſome worth near an hundred and thirty Pounds Sterling *per* Pound) Sugar in Pound and half Pound Loaves, proper for *Japan*; Porcelanes (brought from abroad) Lacque, Rice, and thoſe Bird Neſts mentioned in the Section on *Cochinchina*, which are found in five ſmall Iſlands of the Gulph, where both the *Tunquinois* and *Chineſe* go to ſeek them. It is alſo in five other Neighbouring Iſles, that they go to catch Turtles (or Tortoiſes) which come aſhore there in ſuch Quantities at certain Seaſons, as to render the Sale of their Shells and ſalted Fleſh one of the beſt Branches of Trade in this Kingdom. They have Oranges and Lemons here, as in all other Parts of *India*, but theſe latter are ſo ſour, as to become thereby uſeleſs for Refreſhments to the Ships, and are therefore only conſumed here inſtead of *Aqua Fortis*, to cleanſe Copper, Braſs or Iron for Gilding, in the Dying of their Silks, and in the Lyes for their Linens, which make them of a dazzling Whiteneſs.

Of the Trade of China.

THIS vaſt Part of the Globe, and the eaſtermoſt of *Aſia*, is equally famous for its Fertility, which furniſhes in Abundance wherewith to maintain an extenſive Commerce, and for the Genius of its Inhabitants, who more than any other People of the World, underſtand to employ in all Sorts of Manufactures and Works the many rich Products that grow, and are found in the fifteen Provinces of this vaſt Empire; which is rendered more adapted to Trade, than any other eaſtern Country, by the many Rivers and Canals that traverſe all its Diviſions, and thereby facilitate the Tranſport of its Merchandize; and for abroad, the good Ports, that ſix of its Provinces have, which are waſhed by the oriental Ocean.

The *Chineſe* Politicks making them fear, that a Communication with Strangers might corrupt their Laws, never gave theſe latter any Opportunity to attack their Liberty, under a Pretence of Trade; but

but for ſeveral thouſand Years, ſhut the Entrance to their Kingdom againſt all Nations whatſoever, and were content with the interior Trade carried on among themſelves; but at laſt the Emperor, having opened his Ports to all the World in 1685, the *Indians* and *Europeans* were equally forward to improve the Liberty of this new Trade, which they have carried on ever ſince.

The *Portugueſe* till then had been the only Nation of *Europe*, who had carried on any Sort of Traffick directly to *China*, by Means of their Situation at *Macao* (of which I ſhall treat by and by) and the *Dutch*, deſirous of imitating them, when eſtabliſhed in the Iſle of *Formoſa*, having been chaſed from that Poſt in 1661, had renounced this Commerce, or at leaſt, like the *Engliſh*, only maintained it in the half deſerted Iſles, where the *Chineſe* Junks brought their Merchandiſe, and returned with that they got there from Foreigners.

It is true, that many *Indian* Nations, and the *Dutch* themſelves, were never without the Products of *China*, but it was what the *Chineſe* brought, who were permitted to go to other Parts, at the ſame time that all others were ſtrictly forbidden coming among them; and the Places which the *Chineſe* Junks frequented moſt, and to which they ſtill continue the Trade, are *Japan*, the *Manillas*, *Cochinchina*, *Achin*, *Malacca*, *Camboya*, *Siam*, *Tunquin*, *Patana*, *Jambi*, *Andragiri*, (in the Iſle of *Sumatra*) *Batavia*, and ſome others.

The Trade with Strangers in *China*, was not only opened by Sea, but their Caravans were alſo admitted here, as well from the eaſtern *Tartars* (who now govern this Empire) as the *Muſcovites*, who ſend yearly to *Pekin*, a very numerous one from *Peterſburgh*.

China is ſeparated from the States of the *Grand Mogul*, by ſandy Deſarts abſolutely impaſſable, and other Provinces of *India*, by Mountains very difficult to get over, which hinder almoſt all Trade between theſe different Kingdoms, except a very ſmall one on the Frontiers, though it is very difficult to know in what even that conſiſts, as not one in a thouſand at the Capital knows any thing of what paſſes without the City. It is true the *Chineſe* have ſometimes gone to *Bengal*, the *Philippines*, *Batavia*, and even to *Goa*, but this by Stealth, and with the Connivance of the Mandarins, Governors of the Sea Ports, for a good Sum of Money, which the Court were Strangers to, notwithſtanding it is abſolutely forbidden to every Subject of the Empire, to go to any foreign Part, on any Pretext whatſoever, without a Licence, or expreſs Order, from the Government.

The greateſt Part of the *Chineſe*, ſpread in *India* to trade, are of the Poſterity of thoſe who eſcaped from *China*, when the *Moungalean Tartars* became Maſters of it; and they have only a clandeſtine Communication with the other *Chineſe* their Countrymen.

There is no Nation fitter for Trade and that underſtand it better than the *Chineſe*, ſo that it lets no Profit ſlip, which Commerce offers; trading in, and benefiting by all, with an admirable Dexterity and Skill, though not with that Fidelity, as is elſewhere regarded as the Soul of Trade; in one Word, the *Chineſe* are ſpread in *Aſia*, wherever there is any thing to be got, with the Characteriſtick of Cheats, Uſurers, faithleſs, full of Complaiſance and Subtlety to manage a good Opportunity, and all this under the Appearance of plain Dealing and Honeſty, capable of deceiving the moſt attentive and ſuſpicious, and they commonly ſay proverbially, that all other Nations are blind in reſpect of Trade, but themſelves and the *Dutch*, which latter have one Eye, but they two. As it has always been a Maxim in the *Chineſe* Government, to encourage a great Currency of Trade in all the Kingdom, it may be ſaid that all the People concern themſelves in it; here being hardly any of the Natives, even the Mandarins, who are not engaged in it, at leaſt in Partnerſhip with the Merchants, to whom they advance their Money, that it may go encreaſing, and not lie idle.

One of the principal Branches of Commerce in *China*, as well at home as abroad, conſiſts in Silk and Silk Stuffs, either plain or mixed with Gold and Silver, of which here is ſo great a Plenty, that moſt of the People, and even Servants, commonly go clad in Sattin or Damaſk. Silkworms are bred in almoſt all the Provinces of the Kingdom; but *Nanquin* and *Chekiam* (eſpecially this latter) are thoſe where moſt is gathered, and where moſt Silk is manufactured, there not being one Year in which they do not ſend to *Pekin* near four hundred Barks loaden with Cloth of Gold (or Tiſſues) Damaſks, Sattins and Velvets, beſides thoſe made by the Emperor's Orders, for Preſents to his Ladies, Princes, and all his Court; all the other Provinces alſo pay a Part of their Tributes in Silk and Silk Stuffs, which are generally reſold for the Emperor's Account, but when altogether are not near the half of what *Chekiam* furniſhes alone. It is in the Province of *Nanquin*, that the moſt beautiful Silks are made, and where moſt of the beſt Artificers come to eſtabliſh their Fabrick, though Foreigners hardly carry away any of theſe; but almoſt all the Silks that the *Europeans* ſhip, as well wrought as raw, are manufactured at *Canton*, or in the Province of which that City is the Capital, and gives it its Name.

There are made in *China* all ſorts of Silk Stuffs, either

ther nett or mixed with Gold and Silver, as there is in *Europe*, and many others peculiar to themſelves; and they have Wools in many Provinces, of which they only make ſome Serges, as they are ignorant in the Manufacture of Cloth, though they have theſe brought here, and very much eſteem them, more eſpecially thoſe from *England*, yet they buy but little, as the Cloths coſt vaſtly more than the very fineſt Silks that can be made here.

The *Chineſe* have alſo various Furrs, even of the very fineſt, ſuch as Minevers, Ermines, and Martens, but they are all conſumed in the Country, in Linings for Men's or Women's Clothes (of which one only coſts above 250*l.)* Caps, Saddles, and other Moveables.

The other Merchandizes exported from *China*, beſides wrought and raw Silks, are Cottons in Wool, Thread, and Linens made of them, Braſs in Plates, and Salmons, Toutenaque, Tea, Camphire, Muſk, Flax, Sugar, Salt, Ginger, Sweetmeats, Quickſilver, Vermillion, Lapis Lazuli, Vitriol, Ambergreaſe, Rhubarb, Galangal, China, Mirabolans, China Ink, Horſes, Porcelane, japaned Works, Potter's Works, proper for *India*; Camblets, Hemp, and Hempen Linens, fine Gold, Pewter, Iron, Steel, and many Inſtruments made of all theſe Metals nicely wrought; in fine, precious Stones, Pearls, beautiful Marble, Aloes, Roſe, Brazil and Ebony Wood, Jeſuits Bark brought from the *Manillas*, yellow and reddiſh Amber. After the lacquered Works of *Japan*, thoſe of *Fokien* paſs for the beſt, and tho' there are good Artiſts in this Manufacture at *Pekin*, yet they fall ſhort of that Beauty and Perfection, ſo conſpicuous in the Fabricks of *Japan* and *Fokien*, as much as they exceed any thing of that Nature attempted in *Europe*.

In regard of the Merchandize proper for the Trade of *China*, Plate is as the Baſis, whether in Dollars as they come from the *Manillas*, or in Bars as the *Dutch* bring them from *Japan*; the *Chineſe* who have none eſteeming it greatly, and willingly truck their Gold, and beſt Commodities againſt it. And whilſt I am on this Subject, it will not be improper to remark, or unprofitable to my Reader, that in this Traffick, the Difference between Gold and Silver is computed as one to ten, whereas the Difference in *Europe* is as one to fifteen, ſo that great Advantages are made by carrying the latter thither. Spice and Pepper alſo find a good Sale here, particularly this laſt, wherefore the *Dutch* always make it a Part of their Loadings; there are alſo brought here Linens of various Sorts, Cloths, Serges, Eſtaminas of diverſe Species and Colours, of which the red, white and black are moſt in Eſteem, Sanders, Elephants Teeth, Amber, and red Coral, though pale.

What has been hitherto ſaid of the *Chineſe* Trade, has been little more than the Tranſactions of the inland Part of this vaſt Empire, by the Inhabitants of the different Provinces that compoſe it, and with taking ſome Notice of that Trade which Foreigners, eſpecially the *Europeans* carry on here, ſince the Emperor opened his Ports to them; I ſhall therefore now enter into a Detail of the Commerce that the *Chineſe* carry on in their own Ships in all Parts of the Eaſt.

Of the exterior Trade of China.

CANTON is the Port where all the *Chineſe* Junks are loaded for abroad, and where they come to bring their Returns; the Places for which they commonly load, are, as has been already obſerved, the Iſle of *Hainam*, *Cochinchina*, *Camboya*, *Tunquin*, *Siam*, *Batavia*, *Japan*, *Manilla*, *Surate*, *Maldives*, and *Achen*, of whoſe Trade I ſhall ſpeak in order.

Of the Commerce of Canton *to the Iſland of* Hainam.

THIS Iſle, ſituated ninety Leagues to the South-Weſt of the River of *Canton*, is Part of the Emperor of *China*'s Dominions, ſo that ſeemingly it ſhould not be comprized in what I have to ſay of the exterior Trade of *China*, but as they themſelves count it among the Places of their foreign Traffick, I ſhall therefore begin with it as I propoſed.

Veſſels may go and come from *Canton* to the Iſle of *Hainam* all the Year, but the beſt Seaſon for leaving *Canton* is the End of *November*, and that of returning from *Hainam*, the Month of *June*; thoſe who depart in the good Mouſſon may make their Paſſage in leſs than eight Days, but thoſe who ſail againſt the Mouſſon, commonly employ a Month, and ſometimes ſix Weeks in the Voyage. The Goods they carry with them to *Hainam*, are wrought and unwrought Iron, Iron Chaldron, Cotton, Cotton Linens, called Canques of *Foiken*, ditto of *Nanquin*, common Straw Matts, and Garlick. The Commodities in return for *Canton*, are various Sorts of Rattans, yellow Wax, Galangals, Veniſon ſalted and dried, Areque, Cocoa Nuts, Stags Skins, and Nerves, and Aloes Wood, of which it is ſaid there are thirteen Sorts.

Commerce from Canton *to* Cochinchina.

THE King of *Cochinchina* is the only Merchant that may publickly be dealt with, yet ſometimes he permits Particulars to buy and ſell; and though the Licence for ſo doing coſts dear, it is notwithſtanding always

always very advantageous, and every Ship on Arrival makes to him or his Officers, a Preſent to the Value of about four hundred Taels.

The *Chineſe* Veſſels leave *Canton* the beginning of *March*, and commonly arrive at *Cochinchina* about the 15th, though ſometimes the Weather detains them till the 25th; and to return from thence they muſt ſet out the Beginning of *July*, having generally the ſame Paſſage coming as going.

The Goods proper for *Cochinchina*, are the Caches (a Copper Money) of *Hainam* and *Canton*, Brimſtone, Saltpetre, (though it muſt be obſerved that both theſe laſt Commodities are not permitted to be loaded at one time, in the ſame Ship, nor either of them ſeparately, without a particular Licence, which always coſts dear, as theſe are prohibited Exportation from *China)* Gold Stuffs, fine white and red Crapes, Ginſeng, thin crimſon Sattins of *Canton*, coarſe Porcelane for common Uſe, all Sorts of Medicinal Drugs, thick Paper for burning before their Pagods, Glaſs Bracelets, ordinary and fine, Iron Kettles, and leaf Gold. The Returns from thence, are in Gold Ingots, Agracaramba Wood, Darts, Areque, (the beſt in *India)* black Wood, Rhinoceros Horns, (of three Sorts) Buffalos and Cows Horns, Pepper, Fiſh, called Bitchemaree, Sea Dogs Skins, ſtrong coarſe Silk Stuffs, Birds Neſts, white Sugar and Sugar Candy, and *Japan* Wood for ſtaining yellow.

Trade of Canton *with* Camboya.

THE *Chineſe* Veſſels, which carry on this Trade, ſail from *Canton* the Beginning of *January*, and ſpend in their Paſſage from fifteen to thirty Days, according as the Weather favours; their Return is commenced at the End of *June*, that they may arrive in *China* by all the ſucceeding Month. The whole Commerce is tranſacted in the ſouthermoſt Part of *Camboya*, near three hundred and fifty Leagues from the River of *Canton*. Every Ship on Arrival makes a Preſent to the King, and his four principal Officers, of three or four hundred Taels, and then have liberty to trade with whom they pleaſe.

The Commodities commonly ſent here are only five, *viz.* Iron Anchor Flooks, Umbrellos, Rattan Mats, all Sorts of Fruit, and Porcelane. The Returns are Sapan or Brazil Wood, Elephants Teeth, Lacque, Loung for painting yellow, Birds, Buffalos, Chameaux, Cows and Stags Skins, Buffalo and Cows Horns, Peacocks Feathers, and Taſſouſia, a Medicinal Drug.

Canton*'s Trade with* Tunquin.

TUNQUIN is two hundred and twenty-five Leagues from the River of *Canton*, which is commonly ſailed in ten or twenty Days, and the Return much the ſame; the Seaſons for departing and coming back, are the Beginnings of *January* and *July*. The Preſents which theſe People make the King and ſeven of his Officers hardly amount to three hundred Taels, though all other Nations pay a great deal more: The Merchandizes carried hither, are *Canton* Caſches, Iron Kettles, ſmall Braſs Cannon, Pewter in gilt Leaves; all Sorts of Drugs, at leaſt an hundred Species, ordinary Porcelane, Cloves, Pouchoc, a Drug ſerviceable in Medicine, and for dying Yellow, Silk, or thin Taffeties, red Crape of *Canton*, Gauze of the third Sort, Glaſs Necklaces, Vermillion, Allum, Rupiedſy, (a Drug for dying Black) and all Sorts of *Chineſe* Fruit. The Goods loaden in Return, are yellow raw Silk, Mudis, or Stuffs made of a Tree's Bark, ſeveral Sorts of Taffeties, coarſe and fine Canques, or Cotton Linen, Brazil Wood, Cinnamon, (not extraordinary good) Lacque, Aniſeeds, and Caramangee, a medicinal Drug.

Commerce of Canton *and* Siam.

THE Ships ſail from *Canton* for *Siam* about the 20th of *November*, and are thirty or forty Days in their Paſſage, and their Return is begun in *June*, that they may arrive in all the Month following, and the King here, as in *Cochinchina*, is the only one to trade with.

The *Chineſe* carry a large Quantity of all Sorts of Goods here, and bring no fewer back; the outward bound Cargoes conſiſting of wrought and unwrought Iron, Toutenaque, Allum, white Sugar, wrought Copper, Latten and Iron Wire, Copper Baſons of different Sizes, caſt Copper Ciſterns, Iron Kettles, five within one another, (all which Commodities ſerve as Ballaſt) Damaſks and Sattins of all Colours, ſtriped and common Taffeties, Gauzes, ſewing Silk, Marelle, a red Nanquin Paint, Chuangon, a medicinal Drug, Figie-caque, a *Chineſe* Fruit, Sugar Candy, Raiſins, Prunes, dried Cheſnuts, Water Melon Seeds; Copper Drums, called Gans, Quickſilver, and three Sorts of Gold Wire. The Goods that compoſe their Cargoes on Return, are Elephants Teeth, Lead, Pewter, Areque, Brazil Wood, Taſouſie, or Taſſouſſa, a medicinal Drug, (all which ſerve for Laſtage) Lacque, Horſe, Cows, Buffalos, and Stags

Skins, Buffalo and Rhinoceros Horns, Myrrh, Loung, Birds Neſts of three Sorts, Puchoc, Incenſe, Birds Skins with their Feathers, Peacocks Tails, two Sorts of Stags Nerves, and Caye-lac, an odoriferous Wood, for burning before their Pagods.

Of the Trade between Canton *and* Batavia.

BATAVIA is ſeven hundred Leagues from *Canton*, and Ships which go from the former to the latter, ſail the Beginning of *December*, in order to arrive in the following Month; and when returned they ſet out on the ſecond or fourth of *June*, and get home in *July*. The Goods the *Chineſe* carry with them, are Tontenaque, Gold, fine and ordinary Porcelanes, ſeveral Sorts of Tea, Copper Baſons, Gold Wire of *Canton* and *Nanquin*, Sattins and Damaſks, the greateſt part black, Taffeties, three Sorts of ſewing Silk, Aniſeeds, Quickſilver, Vermillion, Muſk, Borax, Iron Kettles, five and ſeven in one another, Rhubarb, Arcaſſoul, a medicinal Drug, Copper like the *Japan*, very thin *Canton* Taffeties of all Colours, *Canton* Glaſs, and *China* Root. The homeward bound Cargoes conſiſt of Lead, Pewter, Pepper, Incenſe, Puchoc, Caremangee, Camphire, Coral, Rattan and other Mats, Rattans, Nutmegs, Cloves, yellow Amber, Myrrh, Aſſa-Fœtida, Azehoucq, a medicinal Drug, *Guinea* Pepper, Birds Neſts of two Sorts, and Sugar Candy.

Commerce from Canton *to* Japon, *or* Japan.

AS I ſhall have occaſion to treat amply of this Iſland, in the Chapter that will be dedicated to it, there will be no room to enlarge on it here; ſo I ſhall only confine myſelf to that carried on by the *Chineſe*, in a large Number of Junks that they yearly ſend to this Place from *Canton*; and the Port of *Japan*, which their Buſineſs leads them to, is called *Langi-aſakie* ſituated in thirty-ſix Degrees ſix Minutes of North Latitude, and in an hundred and fifty-one of Eaſt Longitude.

In order to ſecure a ſucceſsful Paſſage, the Veſſels ſhould leave *Canton* the Beginning of *May*, that they may get to their intended Harbour in about twenty-five Days, as a timely Arrival is of the utmoſt Importance to the Sales of their Goods, a Preference being always given to the firſt Comers, when the Merchants or Captains demand it; and this Claim ſhould never be neglected, as the *Chineſe* ſend ſo many Junks in ſome Years, that ſeveral which arrive laſt, are obliged to carry all, or at leaſt a Part of their Cargoes back again.

On approaching to the Harbour, the Veſſel muſt anchor at three Leagues Diſtance to give the Cuſtom-houſe Officers time to viſit her, and take the Captain's Declaration, which muſt be in Writing and contain his Name, that of the Junk, the Place he came from, and thoſe he touched at, the Number of his Crew, when he ſailed, the Condition of his Goods, the Size of his Veſſel, the Number of his Guns and ſmall Arms.

As ſoon as the Viſit is over, the *Japoneſe* Pilots and Sailors come aboard and carry the Veſſel into Port, where, when anchored, the Loading is delivered into the Warehouſes which the Director General of Trade furniſhes; where the Sales are made on the Day, and at the Hour appointed by him.

The Goods proper for this Voyage, are, Coral in Grains, Agracaramba (an odoriferous Wood) Ultramarine, (none but the King of *Japan* can buy theſe Commodities) Enamel of five different Colours, Allum, Iron, Tontenaque, white and brown Sugar (which five Articles ſerve for Ballaſt) Sattins, of which more than two Thirds are black, white Taffeties of *Canton* and *Nanquin*, white and red Crape of *Nanquin*, *Canton* fiſhing Lines, Vermillion, raw Silk of *Nanquin*, Galanga, Legumen, yellow Lacque, as it diſtills from the Tree, Areque Bark, Ychitzee, a medicinal Drug, Caramangee from China, Folio Chiroze (a medicinal Drug) yellow Wax, *Chineſe* white Linen of ſeveral Sorts, green Allum, Honey, Chienfou, a medicinal Drug, Sugar Candy, Benzoin, Aloes Wood of three Sorts, Gum Sandrac, Tortoiſe Shell, Camphire of three Sorts, Puchoc, Incenſe, Myrrh, Lounge, Muſk, Rhubarb, Cinnamon, Chuangon, a medicinal Drug, and a very bad Saffron. In Return the *Chineſe* take Lacque or Varniſh, Porcelanes, fine Pearls, Steel, wrought Copper, and a Sort of Camphire proper for *China*.

Trade from Canton *to the* Manillas.

THESE Iſles are two hundred Leagues from the River of *Canton*, where the *Chineſe* Ships ſail for in the Month of *March* at lateſt, and depart from thence in *July*. All the Junks that go this Voyage, make the Governor and Superintendant of the Cuſtoms at the *Manillas*, a Preſent on Arrival, which at firſt was only voluntary, but the Continuance has made it become a Right.

This Trade was formerly very advantageous, but it is greatly decayed; in 1700 the Goods from *Canton* loſt 30 *per Cent.* at the *Manillas*, and though afterwards they grew ſomething better, yet nothing in Compariſon to the Value they once bore there. When the *Spaniards* go from their Iſlands to *Canton*, they carry

carry a Parcel of Embroideries, and a little Muſk with them; and what a *Chineſe* Cargo for the contrary Voyage conſiſts of, is Tontenaque, Iron, Porcelanes, of all Sorts, Canques of *Canton*, and others of *Nanquin*, very ordinary Sailcloth, ſeveral Sorts of Cloths called Nunna, flowered Damaſks, plain Sattins, various Species of Taffeties from *Canton* and *Nanquin*, white and red Crapes, plain and flowered Moeres, with raw and ſewing Silks. In Return, they bring *Brazil* Wood, Stags Fleſh, ſalted or dried, Stags Nerves, and Pearls.

Of the Trade from Canton *to the* Maldives, *touching at* Achem.

FOR this Voyage a Ship of an hundred and fifty to two hundred Tons Burthen is the propereſt, navigated with five or ſix *Europeans* at moſt, and the reſt of her Crew Laſquares or Laſcars. The Seaſon for ſailing is the End of *October*, to arrive at *Achem* between the firſt and tenth of *December* at lateſt, that they may depart for the *Maldives* in Time. The Loading of this Veſſel ſhould be compoſed firſt, with Merchandize proper for the Moors of *Achem*, who trade for *Surate*. Secondly, with thoſe convenient for the Natives there. And thirdly, with ſuch as may ſuit the *Maldivian* Market. The Goods for *Surate* are, 50 Ton of white Sugar, an 100 Pieces of *Japan* Copper, 20 to 50 Pieces of Sugar Candy 200 Pieces of Tontenacque, twenty to forty Pies of Quickſilver. The Goods for the Natives of *Achem* are, coarſe Porcelane about five hundred Taels, Copper Baſons of different Sizes, twenty Pies of *Chineſe* Tobacco in Pound and half Pound Pounds, fifty Pieces of gold *Canton* Thread of the third Sort, twenty Catis, the Ends muſt be of Silk, three or four Barces of fine Coffee, and Tea Cups and Saucers, fifty Pieces of Taffeties ſquared, ſuch as are ſent to *Siam* for Women's Petticoats, fifty Pieces of five threaded Damaſks, with red, blue and yellow Flowers. The Returns made from thence are in Shells called Cauris, or Cowries, which ſerve as Money in many Parts of the *Eaſt-Indies*, as they do on the Coaſts of *Africa*, where the *Europeans* carry them, dried Fiſh, and the Bark of the Cocoa Tree, prepared for ſpinning to make Cables with. There may likewiſe enter into the *Canton* Cargo for *Achem* ſeveral Species of *European* Goods, ſuch as all Sorts of Nails, Iron Anchors from three to fourteen Quintals Weight, Iron Guns from two to five Quintals, Wine and Brandy in Bottles, ſome Chiſſels, Spectacles, twenty Barrels of Pitch, Paper, Iron in flat broad Bars, Cordage from one to five Inches thick, Padlocks, and alſo ſome blue Linen for Women's Petticoats.

Of the Engliſh *Trade from* Madras *to* Canton.

THE Ships ſail on their Voyage in the Month of *July*, and arrive there in *Auguſt* or *September*; ſometimes they loſe their Paſſage, in waiting too long for thoſe from *Europe*, to get Dollars, as without theſe they can do nothing in Trade to *China*. They ſail on their Return from *Canton* in *January* or *February*, and their Voyage either going or coming is from forty-five to ſixty Days.

The Goods carried from *Madras*, are *Engliſh* Lead, Lead and Pewter from *Pegu*, *Malaccan* liquid Storax, Rattans from the ſame Place, Incenſe, Aſſa Fœtida, *Madras* red Wood, Myrrh, Puchoc, and fine Pearls of all Sorts. The Goods in return are, Gold, Copper from *Japan*, and ditto from *Canton* like the other, Toutenacque, Allum, Quickſilver, Vermillion, ordinary Porcelanes for the *Moors* Uſe, white Sugar, and Sugar Candy from *China*.

Of the Trade from Surate *to* Canton.

THEY carry from *Surate* to *Canton* the ſame Goods as from *Madras*, and beſides a Quantity of Cotton, and thoſe brought back from *Canton*, are alſo the ſame, except the Gold. They ſail from *Surate* in the Month of *May* or *June*, in order to arrive at *Canton* in *Auguſt*; and come from thence about the 15th of *December*, to finiſh their Voyage in *March*.

The Europeans *Commerce with* Canton.

THE Ships which annually arrive here from *England*, *France*, *Portugal* and *Holland*, commonly bring the following Goods, *viz.* Silver, in various Coins, all Sorts of fine Cloths, Camblets, Serges, and other woollen Stuffs, fine Linens from *Holland*; Clocks and Watches, Looking-Glaſſes of all Sizes, Mathematical Inſtruments, *Engliſh* Etwees, Pencils, Paper of all Sorts, various Ornaments for both Sexes, ſome *European* Liquors, and eſpecially Wine; of all which Commodities a good Part is diſtributed in Preſents to the Mandarins in the Government of this Place, and the Merchants generally make a conſiderable Advantage of the reſt. They employ the Silver they carry in the Purchaſe of diverſe Sorts of Goods, in Virtue of certain Agreements made beforehand, which are raw Silk, Damaſks wrought according to Patterns given; plain Silks, lacquered Wares, Green and Bohea Tea, Badianes (a Seed from the Anis Tree growing in *China*, ſo called from the Smell

which its Wood has, like that Aromatick in *Europe)* Canes, and Porcelane after the Models and Paintings directed. They alſo ſometimes buy Gold here, though but ſeldom, as they have it much cheaper in *India*. At *Canton*, ſome precious Stones (excepting Diamonds) are likewiſe to be met with, though never in any great Quantity.

It is at *Quantung* and *Fokien*, that the beſt *Chineſe* Brocade Silks are made, and of which a large Quantity are brought to *Europe*, all which Commodities are purchaſed with ready Money; and the Sales of *Europeans* Goods are on the ſame Terms, as Strangers find a conſiderable Difference in their Disfavour by Barter, and therefore maintain the Method of buying and ſelling for ready Money only.

In 1720, a Commiſſary from the *Miſſiſſipi* Company arrived at *Canton*, and obtained Liberty from the Court to reſide there; but on propoſing to load a Ship, he found ſo many inſurmountable Difficulties lying in his Way, that he thought beſt to decamp, and quit his uneaſy Reſidence; in the ſame Year alſo a Ship arrived there under the Emperor's Colours from *Oſtend*; the Fate of which Company being ſo well known, I have no need to enlarge about it.

Beſides what is before mentioned, there are tranſported from *Europe* to *China*, and from *China* to *Europe*, a thouſand Trifles which leave a conſiderable Gain, though they are too numerous to be particularized; I ſhall therefore omit attempting it, and proceed to give ſome Account of the Trade carried on between the two Empires of *Ruſſia* and *China*, as it properly comes in her, and for which Mr. *Lange* has furniſhed me with Materials in his Journal, *&c.*

A State of the Trade between Ruſſia *and* China *in* 1721 *and* 1722.

OUR Commerce with *China*, (ſays the abovementioned Author) is at preſent in a pitiful Condition, and nothing in the World could have prejudiced our Caravans ſo much as the Commerce maintained at *Urga*, (the Chan of the Weſtern *Moungales* Camp, Tributary to *China*) for from thence arrive at *Pekin* Monthly, nay Weekly, not only the ſame Goods as our Caravans convey there, but of a better Quality, and carried in ſuch Quantities by the *Chineſe* Merchants, who are continually coming and going between *Pekin* and *Urga*, and thoſe which the *Lamas* or *Moungalean* Prieſts, furniſh on their Part; that makes the Value amount to four or five times as much, as a Caravan going under her *Czariſh* Majeſty's Name; beſides, Particulars are able to bring theſe Commodities ſo much cheaper to Market, than the neceſſary Expences of a Caravan will permit the Commiſſary of it to do, and having not only the Advantage of travelling cheaper, but alſo quicker, they have an Opportunity to foreſtal the Market, and ſell their Goods before the Caravan can arrive; it is therefore our Author's Opinion, that except the Trade between *Ruſſia* and *Urga* be prohibited, only with the Allowance of carrying there Cloths and *Ruſſia* Hides, the Ruin of the Caravans is certain and near, and which may in the End draw on that of all the *Muſcovite* Trade in thoſe Parts. The Goods commonly brought from *China* to *Ruſſia* are, ſmall ſtrung Pearls, fine Gold, various ſorts of raw Silk, Damaſks of different Goodneſs, plain and flowered Sattins, ſeveral Species of Silk Shagreen, ſpun Silk, Cotton Cloth, all ſorts of Green and Bohea Tea (which they might have in greater Perfection in *Ruſſia*, than in any other Part of *Europe*, as the Northern Provinces of *China* produce by far the beſt, and the *Muſcovites* have this by the Way of *Siberia*; ſo that would they be careful in its Package, it would naturally retain a higher Flavour, than that which comes by Sea from *Canton*, but their Indolence leading them into a Neglect of this Precaution, their Teas are generally tainted, and contract an ill Taſte, of which their Delicacy renders them greatly ſuſceptible) Badianes (before deſcribed) Porcelanes, Carpets, Silk Flowers ſtuck on Paper, and ſome Tobacco. The Commodities ſent from *Peterſburg* to *China*, are Jewels of ſeveral ſorts, Sables, white and common Fox, Lynx, Beavers, Ermine, Minever, Badger, and Seal Skins, with ſome Teeth of this laſt Animal.

I might here add ſomething of the *French* Traffick to *China*, as I ſaid but little about it, in treating of that Nation's general Commerce; but I omit it now for the ſame Reaſons I did then, *viz.* becauſe both their outward and homeward bound Cargoes, are in all Things ſo like thoſe I have mentioned in the *Engliſh* Trade, that a Repetition would be ſuperfluous.

Of Macao.

ALthough the City of *Macao* is not to be reckoned among the moſt conſiderable ones of *China*, either for Grandeur or Number of Inhabitants, yet it merits a particular Regard, on Account of the Reputation that it has always held among thoſe where the *Portugueſe* have been eſtabliſhed in the Eaſt, and ſtill poſſeſs there; as alſo becauſe it is the firſt where the *Europeans* opened the Trade of this great Empire,

pire,

pire, and which it enjoyed alone near two Ages, that they were permitted to come and trade in it.

This famous City is ſituated in a Peninſula of the *Oriental* Ocean, on the Coaſt of the Province of *Canton*, to which it is joined by a Slip of Land, at forty Leagues by Sea diſtant from its Capital, where the *Portugueſe* ſettled the Beginning of the Sixteenth Century.

Before the *Chineſe* were familiarized with theſe new Comers, who under Pretence of trading, were already poſſeſſed of the ſtrongeſt Cities of *India*, and their Fleets Maſters of the Eaſtern Seas, it was only permitted the *Portugueſe* to come annually with their Goods to the deſert Iſle of *Sanchan*, and there to open Shop in Huts, made in haſte of the Boughs of Trees and Turfs, without being licenſed to build any Houſes. Thrir Credit encreaſing, they advanced to *Macao*, ten Leagues from *Sanchan*, where they afterwards improved what Opportunities offered, to ingratiate themſelves, and obtained Permiſſion to build Houſes and Magazines, and to encompaſs their new Town with a ſingle Wall.

The *Dutch*, jealous of the *China* Trade, where they could not be received, attempted to drive theſe *Portugueſe* out, a hundred Years after their Eſtabliſhment; but having miſſed their Aim, their Enterprize only ſerved the better to ſecure their Enemy's Settlement, as the *Portugueſe* laid hold of this Occaſion to obtain the Liberty of fortifying their Habitation, which was granted, as they were better liked for Neighbours than the *Dutch*.

The Fortifications of this Place are fine and regular, and the *Portugueſe* have now built three Forts, on as many Eminences, or little Mountains, always guarded by a ſtrong Garriſon, and defended, as is ſaid, by two hundred Pieces of Cannon.

The Iſthmus, which joins the Peninſula of *Macao* to the Continent, is ſhut out by a ſtrong Wall, built croſs it, that has a Gate in the Middle, by which all the *Chineſe* may come in and go out, but no *Portugueſe* may paſs it, on pain of Death; it is at this Gate, where the Emperor of *China*'s Officers are paid the Cuſtoms of Importation and Exportation, on all the Goods, Proviſions, and Fruits, which are brought to, or carried out of *Macao* by Land. All the *Portugueſe* Trade was at firſt ſhut within the Circuit of the City, where they receive their Merchandize, and where the Junks from *Canton*, and the other Maritime Provinces of *China*, came to take them in Exchange for their Silks, Stuffs, and other *Chineſe* Manufactures and Products..

Afterwards, ſome Merchants of *Macao* had Permiſſion (for it was not indifferently granted to all) to go twice a Year to the Fairs at *Canton*, and purchaſe what they thought proper, who generally left Orders for ſuch Goods as they ſhould want the next Voyage, that they might be making during the Time between the two Fairs, which if they ſpent there, it was always aboard their Ships, as well for their own Safety, as to avoid the extreme Miſtruſt and Inſolence of the *Chineſe*, and they were obliged to pay large Sums to the Viceroy for Leave to Trade.

It was with theſe Goods they carried from *Canton*, and thoſe that the *Chineſe* Junks brought to *Macao*, or what came in by Land, that the *Portugueſe* formerly compoſed all thoſe rich Cargoes that they yearly ſent to *Japan*, the *Manillas*, and all the Parts of *India* from *Goa* to *China*, where they carried their Trade to, before the *Dutch* came to interrupt them.

At preſent this Trade is almoſt reduced to nothing, and they enjoyed but few Advantages from the Treaty they made in 1680, with the Court of *Pekin*, by which it was agreed that they only ſhould tranſact the whole Commerce of *China*, excluſive of all other Nations; this Privilege having laſted not quite five Years, as the Ports of this vaſt Empire were opened (as before mentioned) in 1685, to all thoſe who would come to trade there.

Commerce of the Kingdom and Peninſula of Corea.

THE Kingdom of *Coree*, called alſo *Caoli*, and *Tiocencouk*, extends from the thirty-fourth to the forty-fourth Degree of Latitude. On the South it is very near to *Japan*; and on the North it joins to *China* by a high Mountain, which keeps it from being an Iſland. The Country is not equally fertile, as the Northern Coaſt produces hardly ſufficient to ſupport its Inhabitants, who only ſupport on bad Barley, and are cloathed with Animal Skins; whilſt on the contrary, the reſt of the Kingdom produces in Abundance, all Neceſſaries of Life, beſides Cotton, Hemp, and even Silk, though they are ignorant how to fit it for uſe; here is alſo found Silver, Lead, Tiger Skins, Niſi or Ginſeng Root, ſo much eſteemed by the *Tartars* and *Chineſe*, a Quantity of large and ſmall Cattle, more eſpecially Horſes, Cows, and Hogs. The *Coreans* hardly trade with any others than the *Japoneſe*, and the Inhabitants of the Iſle of *Suiſſima*, (ſeated between *Japan* and *Corea*) who have a Magazine or depoſit for their Merchandize,

chandize, to the South-Eaſt, in the City of *Pouchant.*

The Goods brought to *Corea*, are Pepper, Brazil Wood, Allum, Buffalos Horns, Stag and Buck Skins, and other Commodities, even ſome from *Europe*, which the *Dutch* and *Chineſe* ſell to the *Japoneſe.* All theſe Goods are exchanged and trucked againſt the Manufactures and Products of the Country; and the *Coreans* have alſo ſome Trade directly to *Pekin*, and the Northern Provinces of *China*; but this Buſineſs is of ſo great Expence, as it muſt be carried on all by Land, and on Horſeback, that only the moſt conſiderable Merchants are capable of undertaking it; it is thoſe of *Sior*, who go thus to *China*, and are not leſs than three Months in their Journey, the whole Commerce conſiſting in Linens.

This Kingdom has from Time immemorial been tributary to the *Chineſe*, who treat it very ſeverely, not permitting it to have any Trade with Strangers, though the Inhabitants go clandeſtinely with their Goods by the Sea of *Japan*, in the River *Amur*, and from thence by the *Naſunda*, to the City of *Naun*, to trade there with the *Moungales*, and indirectly with the *Ruſſians.* They go twice a Year to *Pekin*, viz. in the Months of *March* and *Auguſt*, to the Number of forty or fifty Perſons, as well to pay the Emperor his Tribute, as to carry on their Trade, which principally conſiſts in the following Particulars;

A Sort of thick large Paper made of raw Silk, which ſerves in *China* for Window Saſhes inſtead of Glaſs. Gold and Silver figured Paper, all Sorts of large Fans, variouſly faſhioned, very fine Mats which ſerve in Summer inſtead of Mattraſſes, Smoaking Tobacco cut very ſmall, of which vaſt Quantities are conſumed in *China*, where it is better eſteemed by the Natives than their own, a ſtriped cotton Cloth, a Sort of Skins which the *Ruſſians* call Chorky, which are found in great Abundance here, and for which there is a large Demand at *Pekin*, a dried Fiſh taken from ſome large Shells caught in the Sea of *Japan*; beſides which they carry there large Sums in Silver, and with them purchaſe the fineſt raw Silk and Cotton, Damaſks, a Sort of Stuff mixed with Silk for Linings, Tea, Pocelane, all Sorts of Kitchen Furniture in white Copper, and Sables Tails.

Trade of the Iſlands in Aſia.

THE trading Iſles of which I intend to treat, are the *Maldives*, *Ceylan*, the three Iſlands of *Sonde*, viz. *Sumatra*, *Java*, and *Borneo*, the *Moluccas*, the *Philippines*, the *Ladrones*, and, the moſt famous of all, the Iſles of *Japan.*

I might alſo here take Notice of the Iſle of *Amian* on the Coaſt of *China*, and that of *Formoſa*, where the *Dutch* built the Fort of *Zealand*; but this having returned in 1661 under the Dominion of *China*, and the *Europeans* carrying on no Trade to either, I ſhall content myſelf with having only mentioned them;

And follow the ſame Method in treating of thoſe abovementioned, as I obſerved with the *Aſiatick* Continent, that is, to ſpeak of them as they lie in our Way, on advancing into the oriental Sea, and ſo to run them over from the *Maldives*, which firſt preſent themſelves, to the Iſles of *Japan*, beyond which the *Europeans* carry on no Trade.

Of the Maldives.

THESE Iſles, more famous for their Number than Grandeur, lie in the *Indian* Sea, at ſixty Leagues from Cape *Camorin*, extending from eight Degrees North, to four Degrees South Latitude. Their Number is uncertain, and it daily decreaſeth, though they are computed to be at leaſt twelve thouſand, Part inhabited, and Part deſert, which are divided into thirteen Attolons, that is thirteen great Parts, by pretty large Channels that ſeparate them, the Iſlands of each Attalon being ſo near to one another, that at Low-Water the Communication may be made on Foot, without being wet higher than the Knees. The greateſt Trade of theſe Iſles conſiſts in thoſe ſmall white Shells called Cowries, ſo often mentioned in this Work, and the *Dutch* are the People principally concerned in it, whether to *India*, where they diſtribute a Share, or in *Europe*, where they ſell them to moſt other Nations, who trade to *Guinea*, *Juda*, and on the other Coaſts between Cape *Verd*, and that of *Good Hope*; beſides which the Iſlanders carry a large Quantity themſelves to *Ceylan*, and ſome other Places on the *Malabar* Coaſt, from whence a great many are ſent to *Surate* and into the Dominions of the *Grand Mogul.*

The Goods given them in Exchange for their Shells, are coarſe cotton Cloths, Rice, and ſome other Proviſions, that do not grow in their Iſles. The Cocoa Tree alſo furniſhes them with ſome Merchandize that they ſell to Strangers; though Dr. *Garcin* has exploded a vulgar Error, hitherto propagated by moſt Authors who have deſcribed thoſe Trees as Natives of theſe Iſles, accounting them the beſt of any in *India*, which I thought would not be unacceptable to my Reader, if I give it a Place here; the Doctor acknowledges, that here are Plenty of the common Sort of Cocoas, though in nothing different from thoſe growing

growing in their neighbouring Countries; but that Specie to which the Preference is to be given, and whoſe Product theſe Iſles are ſo celebrated for, does not yield the edible Nut, but one only uſeful in Medicine, being eſteemed by the *Indians* very good againſt Poiſons, Cholicks, Fevers, and Affections of the Nerves, for which they come to ſeek, and purchaſe it at a very conſiderable Price.

Of Ceylan.

THIS Iſland called alſo by ſome *Ceylon*, is ſeated in the *Indian* Sea, at forty five Leagues Eaſt from Cape *Comorin*. Its Length is about eighty Leagues (being between the ſixth and eleventh Degree of Latitude) its Circumference more than two hundred, and it is ſuppoſed to be the *Taprobana* of the Ancients.

The *Portugueſe* diſcovered it in 1506, or 1509, but they could only ſettle on the Coaſts, without having ever been able to penetrate into the Country; they enjoyed their Conqueſt, and the Cinnamon Trade for more than a Century, when the *Dutch* having began to make themſelves known in theſe Parts in 1602, ſoon after ſeized on *Gale* Point, and ſucceſſively made themſelves Maſters of all the other Forts, till they had chaſed the *Portugueſe* entire from the Iſle in 1657 by the Capture of *Columbo*, the fineſt and ſtrongeſt of all their Cities, not only in *Ceylan*, but in all *India*. This Conqueſt was made with the Aſſiſtance of the King of *Candi*; and one Clauſe of the Treaty was, that this Place ſhould be put into his Hands; but the *Dutch* having thought it more for their Intereſt to keep it themſelves, were ſoon imbroiled with their new Ally, and from that Time to this the Concord is nothing better between them, than it was before between the *Cingales* (or *Cingalais)* and the *Portugueſe*, the former being prohibited on Pain of Death to have any Commerce with the *Dutch*, though this muſt be underſtood of the Mountain *Cingales* who belong to the King of *Candi*, and not the Maritime ones, as theſe are the *Hollanders* Subjects.

The *French* in 1672, attempted an Eſtabliſhment in this Iſland, and the King of *Candi* who would have been pleaſed to oppoſe them to the *Dutch*, as he had before done theſe againſt the *Portugueſe*, granted them by Treaty the Port of *Cottiar*, ſeated on the Bottom of *Trinquemale* Bay, in the eaſtern Part of the Iſle; but the Enterprize of *St. Thomas*, in which Admiral *Deſhayes* lightly engaged the *French* Squadron then under his Command, hindered his ſupporting this Settlement that he had begun, and the War which was then declared between *France* and the States General, having afforded Opportunity and Time to the *Dutch* for diſplacing the *French*, they remained in their firſt Poſſeſſion, that is, ſole Maſters of the Coaſts and Cinnamon Trade, but always ill with the Mountain *Cingales*, who continually reproach them with their Infidelity.

The principal Places that the *Dutch* have on this Iſland's Coaſt, (which they entirely poſſeſs, except ſome to the *Weſtward)* are *Colombo*, the Capital of them, and the Governor's Reſidence, *Negombo*, *Matura*, *Gale*, *Caliature*, *Batecalo*, and *Trinquemale*, two Forts to the Eaſt, beſides ſeveral Habitations.

They have alſo the Iſle of *Manar*, and the Kingdom (or large *Peninſula*) of *Jaffanapatnam*, both to the North. The Commodities commonly found in *Ceylan*, and which are collected with very little Trouble, are Long Pepper, Cotton, Ivory, many medicinal and dying Roots and Drugs, Cardomoms, Silk, Tobacco, Ebony, excellent Wood for Building, Lead, Betel, Areque, (the beſt in *India)* Wild Honey, Muſk, Wax, Cryſtal, Saltpetre, Brimſtone, Sugar, Curcuma (a Root for Medicine and Dying) Rice, (of which the *Dutch* carry large Parcels to the Coaſt of *Coromandel)* Iron, Steel, Copper, Gold, Silver, and all Sorts of precious Stones, (except the Diamond) Cinnamon and Elephants.

Though all theſe Commodities abound in the Uplands, ſubject to the King of *Candi*, the *Dutch* have them not in ſuch Plenty, and but few of them, except the Cinnamon, when the *Cingalais* do not dare to venture on a Breach of the Prohibition for their trading with the *Hollanders*; it is therefore principally with this Aromatick that the *Dutch* ſupport their Traffick here, and it is not the whole Iſle that produces it equally, here being many Places where but little grows, and more where there is none at all. That called the Cinnamon Field or Ground, and which belongs entirely to the *Dutch*, is from *Negambo* to *Galiettis* (a Village three Leagues to the Eaſt of Fort *Mature*) which comprehends a Part of the Weſtern and Southern Coaſts of the Iſle. The beſt Cinnamon is that in the Neighbourhood of *Columbo* and *Negombo*; that of *Gale* Point is alſo very good, and the reſt but middling; it is diſtinguiſhed into three Sorts, *viz.* the fine, middling and coarſe, of which the young Trees produce the fine, and of a worſe Quality in Proportion to their Age, though the Bark muſt at leaſt be two or three Years old. This Tree multiplies greatly and almoſt without Culture, but the *Dutch* hinder their Increaſe, to make this precious Bark more ſcarce and valuable.

The

The Cinnamon Tree comes very near in Characters to the Laurel, that is, in Flower and Fruit, and the Natives ſuppoſe there to be nine different Sorts; ſome diſtinguiſhed by their Smell and Taſte, and others by their component Parts; among which is one that ſmells ſtrong of Camphire, and another with a thorny Trunk and Branches. The Seaſon for barking and getting in the Crop, is *June*, *July* or *Auguſt*, and it laſts three Weeks or a Month, according to the Quantity gathered; between three and four thouſand People are employed in it, all of them enrolled, and diſciplined with as much Exactneſs as regular Troops, that they may perform their different Functions unconfuſed.

Next to the Advantage ariſing from this Commodity, the *Dutch* reap the greateſt from Areque and Elephants, (which the Natives cultivate and hunt for them) by tranſporting them to ſeveral Parts of *India*, where the firſt ſell in Preference to any other, and the latter will fetch from fifty to eighty Pounds Sterling each.

Of Sund *or* Sonde *Iſlands*.

THESE are a great Body of Iſles, lying in the *Indian* Sea, to the Weſtward of the *Molucques*, from the eighth Degree of North to the ſame of South Latitude, and between the hundred and thirty eighth and hundred and fifty eighth Degree of Longitude, of which the three principal ones are *Java*, *Sumatra* and *Borneo*, as well for their Extent as Commerce, of which I ſhall treat in the Order I have here placed them.

Of Java.

JAVA, ſeated to the South of *Sumatra*, reaches from the Streights of *Sunda* to thoſe of *Balamboang*, which is about two hundred and twenty four Leagues; and its Breadth being unequal, the Circuit may be near four hundred and eighty. The *Dutch* are at preſent the only *Europeans* eſtabliſhed on it; having firſt iniquitouſly poſſeſt themſelves of the *Engliſh* Settlement at *Jacatra*, and afterwards that of *Bantam*, they have ſince hindered any others from coming here.

The *Javans*, jealous of their Liberty and Trade, did for a long time refuſe all *Europeans* leave to ſettle in their Country, till the *Engliſh* towards the End of the ſixteenth Century landed, and were by the Emperor of *Java* permitted to build a ſmall Fort at *Jacatra*, with Warehouſes and a Lodge for their Factors and Goods; and the King of *Bantam* alſo gave them Leave to eſtabliſh a Factory in his Capital, in order to ſhare a foreign Trade with his Neighbours.

It was in 1617 that the *Dutch*, who till then had not had any fixed Trade at *Java*, came to eſtabliſh there, but (according to their Practice in the *Indies*) at the Expence of others, having (in Sermon Time) ſurprized the *Engliſh* Fort at *Jacatra*, and plundered their Lodge and Goods, they afterwards built there the City of *Batavia*.

The *Engliſh*, well ſettled as they thought at *Bantam*, (which was the Reſidence of the ſecond Preſident of their Company) continued to carry on as conſiderable a Trade as the *Dutch*; but were diſpoſſeſt of this Place alſo by their envious Neighbours, under a falſe Pretext and feigned Authority of the King, a Detail of which is too long to be inſerted here.

Before the *Hollanders* became Maſters of *Bantam*, the *Javans*, who were naturally born for Trade, carried on a very conſiderable one themſelves, not only in ſeveral Ports of their Iſlands, but to the moſt remote Places of *India*; and though this Buſineſs is greatly diminiſhed, through the ſucceſsful Endeavours of the *Dutch* entirely to deſtroy it, yet a Part of it ſtill ſubſiſts, by Means of the many Havens, and Ports in the Iſle, where the Company have no Eſtabliſhments.

The Places of their chief Trade, beſides that of the Ports in the great and little *Java*, are *Sumatra*, *Siam*, *Malacca*, *Borneo*, *Celebes*, *Bouton*, the *Moluccas*, *Banda*, *Solor*, and *Timor*; though in Regard of the *Moluccas*, and the other Iſles dependant on them, they muſt have Leave and take Paſſports for going there from the *Dutch*, who are abſolute Maſters of them, and which is always difficultly obtained, and at a conſiderable Expence; they alſo trade by Sea to *Batavia*, and it is here they direct their principal Traffick to, as it is the Reſort of many Nations from all Parts of *Aſia*.

What they deal moſt in is Rice, which they go to purchaſe, and then tranſport it elſewhere; they however engage in the Diſpoſal of all Commodities growing on their Iſle, ſuch as Pepper, Cocoa Nuts, Oyl, Sugar, Cardamoms, Opium, Indigo. Birds Neſts, Horſes, Areque, many Medicinal Drugs, Benzoin (from *Borneo*) Ginger, Copper, Gold, *&c.* in Exchange of which they bring back ſeveral Sorts of rich ſilk Stuffs from *Coromandel*, *Bengal*, and more eſpecially the Patoles of *Surate*, Cotton Cloth, Counterpanes, Mats, Fotas (a Sort of Women's Dreſs) Lacque, tranſparent Roſin, Tortoiſe Shell, Pewter, Lead, Porcelanes, Tea, Sandal, Wood, Ivory, *European* Goods, Cinnamon, Nutmegs and Cloves, which

which Spice they are obliged to buy of the *Dutch*, except they can clandeſtinely procure ſome of the two laſt Sorts from the *Moluccas* and *Banda*, to which they are very near Neighbours.

The principal trading Cities of the Iſle, are *Balamboang*, *Panarocan*, *Joartam*, and *Cidaiou*, (of which the *Dutch* have almoſt ruined the Trade, to draw it to *Japara*, where they are Maſters, which lies ninety four Leagues from *Bantam*, from whence they get the greateſt Part of their carpentary Wood, Cattle, Rice, and Fruit, to ſupply the Inhabitants of *Batavia*, *Amboyna*, *Ternate* and *Banda*, and to whoſe Port the *Javans*, *Macaſſarois*, and ſeveral other Nations, even from the moſt remote Parts of *Aſia* ſend their Ships: *Cheribon* on the ſame Coaſt, at ſixty ſeven Leagues from *Bantam*, where the Company have a Fort, as well as at *Japara*. There is yet on the Coaſt of this great Iſle, *Tagal*, *Samarang*, *Rambam*, where the Company build their Sloops, and other Veſſels, and *Sourabaic* (to all which the *Dutch* have Forts) in fine, *Bantam* and *Batavia*, which are the only two of whoſe Trade I ſhall ſpeak, as the *Dutch* have in a Manner here united that of the whole Iſle.

Bantam is the Capital of one of the two Kingdoms, whoſe Kings divide the Empire of the Iſle of *Java*; he of *Bantam* extends his Dominions even into the Iſle of *Sumatra*, on the other Side of the Streights, where he poſſeſſes *Sillebar*, *Dampin*, and *Lampon*. *Bantam* was, before the *Europeans* had penetrated into the *Eaſt*, one of the moſt trading Cities of *India*; the *Arabians*, *Turks*, *Moors*, *Chineſe*, and almoſt all the Nations of *India* ſending their Ships here.

I have already ſaid, that the *Engliſh* were the firſt *Europeans*, who here obtained a Settlement, where their Commerce flouriſhed for a long Time, and I could greatly enlarge, and give a black Detail of their Diſlodgment, but I dare not treſpaſs ſo much on my Readers Patience; let it therefore ſuffice to repeat, that the *Dutch* have remained Maſters here, ever ſince they unjuſtly deprived our Countrymen of it.

There is no Place in the Iſle of *Java*, where Refreſhments coſt leſs than here; the Natives, who on the Ships Arrival bring them in Plenty, are contented in Payments with Pins, Needles, ſmall Knives, *&c.*

Batavia is ſeated alſo in the Iſle of *Java* to the eaſtward of the Kingdom of *Bantam*, and twenty Leagues from the City of that Name, which is the Capital: It is built on the River *Jacatra*, and nearly on the Ruins of the ancient Town of the ſame Denomination, that the *Dutch* took from the *Engliſh* by Surprize in 1617, as beforementioned, and which they had often defended againſt all the Forces of the Emperor of *Maratan*, the moſt powerful Monarch of the Iſle. In 1619 it took the Name of *Batavia*, tho' it was not finiſhed and put in its preſent Condition till 1660.

This new City, which yields in nothing to the fineſt ones of *Holland*, either for the Length of its Streets, Magnificence of its Buildings, Conveniency of its Canals, and Beauty of the ever green Trees planted on each Side, is defended by a Citadel with four Baſtions, founded on Piles, in which the Company always maintain a Garriſon of a thouſand regular Troops; beſides which Fortification, there are diverſe advanced Poſts within Land, ſuſtained by Redoubts, or ſmall Forts, to cover the Soldiers from the Excurſions and Surprizes of the *Javans*.

The City is peopled with diverſe Nations, of which the *Dutch* make near half, and among them are ſome of the *Portugueſe*, though almoſt all of them Proteſtants, who have two Churches here, where the Miniſters officiate in their own Language; the *Malayans* have alſo one, and the other Inhabitants are permitted the free Exerciſe of their Religion: The Suburbs reach near half a League into the Country, and form a larger Town than *Batavia* itſelf, peopled with *Chineſe*, *Moors*, *Javans*, and *Malayans*, and alſo many *Dutch* Artiſans; the firſt are the principal Huſbandmen, who ſow Rice in the Grounds they cultivate round the City, and have brought it to ſuch Perfection as not to need any foreign Supplies; Sugar is alſo gathered here in Plenty, and there are many Mills on the River *Jacatra*, for bruiſing the Canes, and ſeveral others for making Paper, Gunpowder, and grinding Corn; but all theſe Advantages, tho' capable of making any City flouriſh, are nothing in Compariſon with thoſe that the Company's immenſe Trade brings here, where all Sorts of *European* and *Aſian* Commodities are amaſſed, and their Warehouſes well filled, either for loading their Ships bound home, or thoſe deſtined for the Trade of *China*, *Japan*, all *India*, *Perſia*, *Arabia*, and the *Red Sea*; *Batavia* being the Center where all the Company's Effects enter and go out, by a perpetual Circulation, and always with an inconceivable Advantage, though conſiderably diminiſhed by the indirect Gains of ſo many principal Directors, and their Subalterns, thro' whoſe Hands all the Affairs paſs, and who in Places ſo diſtant, are apt to forget their Condition, and think themſelves Maſters of thoſe Effects, of which they are only Depoſitaries.

The Council of *Batavia* has eight Governments ſubject to it, *viz.* that of *Ceylan* and *Coromandel*, in the

the occidental Peninſula of the *Ganges*; that of *Malacca*, at the Extremity of the oriental Peninſula; four on the *Molucca* Iſles, which are *Macaſſar*, *Amboyna*, *Ternate*, and *Banda*; the eighth is that of the Cape of *Good Hope*. After theſe Governments there are three Directions, each filled by a Chief with the Title of Director, the one in *Perſia*, and the other at *Surat*, and the laſt at *Bengal*; the Director of the firſt reſides at *Gammeron*, and has the Lodges at *Iſpahan* and *Kerman*, in his Dependance; that of *Surat*, where the Director reſides, has under it the Lodges of *Amadabat*, *Barochia* (or *Brochia*;) and that of *Bengal*, which is very extenſive, has its principal Settlement at *Ougli*, where the Director reſides, and has under his Direction that of *Cazembazar*, *Bellaſor*, *Decca*, *Patna*, and *Chiopera*; *Pepeli* belonged to it formerly, but the Company have abandoned it for a long Time. Four well fortified Places ſerve to guard the Country, where are many Eſtabliſhments, the chief of which bearing the Title of Commandaries; of theſe there are two in *Ceylan*, viz. Point *Gale*, and *Jaffanapatnam*; the other two are *Cochin* on the *Malabar* Coaſt, and *Samarang* on the Coaſt of *Java*.

The other Factories or Lodges are thoſe on the Coaſt of *Coromandel*, under the Governor of *Nagapatnam*; thoſe of *Java* ſpecified in this Section, under the Commander of *Samarang*; thoſe of *Sumatra*, which are *Palimbang*, *Jamba*, and *Padang*, are independant of all others but the Government of *Batavia*; in fine, thoſe of *Siam* and *Japan*, which are *Judia* and *Ligor* for the firſt, and *Nangaſaki* for the ſecond; and three Lodges ſubject ſolely to the upper Regency, although their Chiefs have only the Rank of Merchants. They had formerly a Settlement at *Tunquin*, but they abandoned it in 1700, ſo that from the preceding Account may be gathered, that of Factories, ſubject to Governors, Directors and Commanders (which are the moſt conſiderable ones) there are fifteen, and of the other ſubaltern Settlements, ſmall and great, from fifty three to fifty five.

This Iſland is the moſt fertile and populous of any in the World; here grows an inexpreſſible Quantity of Rice, and Cocoa Nut Trees, which are the principal Food of the Natives. All ſorts of *Indian* Fruits are found here in plenty; the Fountains and Rivers are numerous, and ſo equally and commodiouſly diſtributed, that nothing better or more convenient could poſſibly be deſired, which ſo fertilize the Lands, as to procure Abundance, and this the congregating of ſuch a Number of Inhabitants, who are naturally addicted to Trade, which the many navigable Rivers here greatly contribute to their carrying on. Wild and tame Fowl abound in an extraordinary Manner, a Hen being worth no more than a Penny Sterling. Here are Stags and wild Boars in Plenty, Rhinoceroſes and Tygers are frequent in the Woods, which are very thick on the Mountains that garniſh the Iſland, and theſe both ſmall and great are generally cultivated. The innermoſt northern Coaſt is the beſt, and the moſt populous, on Account of its great Fertility, being alſo rendered the moſt frequented by its convenient Situation for Trade and Navigation, which is very different from the ſouthern Coaſt that is the exterior Part, in reſpect of the Iſles of *Sund*, and the great Sea; the Shores of this Coaſt are ſteep, full of Shoals and Rocks, which render them difficult of Acceſs, and but thinly inhabited. The principal trading Places along the other Coaſt are firſt,

Bantam (already deſcribed) after paſſing the Streights of *Sunda*, which are twenty-eight Leagues long, and from them to *Bantam* are five Leagues more.

Batavia (likewiſe treated of) is twenty Leagues to the Eaſtward of *Bantam*: And

Cheribon, (where the *Dutch* have a well fortified Factory) is a City diſtant from *Batavia* forty-eight Leagues by Sea, and compoſed of near eight thouſand Families, in as many Houſes, ſome of Stone, others of Wood, but the greateſt Part of Bamboes. This Place produces a good deal of Rice, Timber, Indigo, edible Birds Neſts, *&c.*

Tagal is another City, where the Company have a Fort and Lodge, twelve Leagues to the Eaſt of the laſt mentioned, than which it is a little bigger, and its Buildings much the ſame.

Samarang, twenty-two Leagues from *Tagal*, and about ſixty-eight from *Batavia*, is a City ſurrounded by a Plain, and croſſed by a River that receives Barks and ſmall Veſſels between its Mouth and the City; it is the biggeſt on the Coaſt after *Bantam*, and ſuppoſed to contain more than twenty thouſand Houſes; the Company have a Factory and Fort here, which commands all the others that are on the Coaſt, the Chief bearing the Title of Commander, and is the fourth that it has in *India*. The *Chineſe*, who have ſpread themſelves on all this Coaſt, as well as in the other Iſles, are very numerous in this Place, by whoſe means the Company correſponds with the *Javan* Court kept at *Cartaſoura*, a good Way within Land, as the Emperor has for many Years quitted *Mataram*, where he formerly reſided; it is reckoned four Days Journey from *Samarang* to *Cartaſoura*, and

Mataram

Mataram is another Day's Travel further to the South.

Torrabaya is a City on a River, a good League's Diſtance from the laſt treated of, with near ſix thouſand Houſes or Families; and at nine Leagues further on the Coaſt is,

Japara, a large City waſhed by the Sea, that may contain about ten thouſand Families, where the *Dutch* have a Fort built on a River: And twelve Leagues from hence ſtands the City of

Javana, ſituated near the Sea, being full of People and Trade, with near ten thouſand Houſes.

Rambang, (or *Ramban*) is four Leagues to the Eaſt, and may contain about ſix thouſand Houſes; I have before mentioned that the Company have a Yard here for building Shallops and other ſmall Veſſels, and here is a great Trade carried on in Rice, *&c.*

Toubani lies thirteen Leagues further, and is a City with about five thouſand Families, who alſo furniſh Trade with Plenty of Rice and Ship Timber.

Cidaiou, three Leagues from *Touban*, is a fine old City, with above ſix thouſand Houſes, having formerly had a King of its own, and trades greatly in Rice, which grows here in Abundance.

Sourabaya is a large City twenty Leagues from *Cadaiou*, ſeated in the Streights of *Madura*, and upon a River, a large League from the Sea. It has more than ten thouſand Houſes, of which a great Part are built with Stone, as the *Chineſe* who are very numerous here, always build with this Material. Its Commerce in Rice is very great, ſo that it can ſupply Trade with between two and three thouſand Tuns, and ſome Years double that Quantity; the *Dutch* have a fine Fort here, with a Captain's Command.

Paoſſarouvan is a City fortified by the *Javaneſe*, with above ten thouſand Houſes. It is thirteen Leagues from the laſt mentioned Place, near a River, one League from the Sea, the *Dutch* having a ſmall Fort, at ſome Diſtance from it. The Trade in Commodities of the Country's Growth, conſiſts in Carthame (or Baſtard Saffron) Cattle, Fowls, Rice and Birds Neſts, all in Abundance.

Panaroucan was once the Capital of a ſmall Kingdom, and is ſeated on a fine River, containing about five thouſand Families, with the ſame Trade as the two preceding.

Balamboang, is the laſt City, ſituated at the eaſtermoſt Part of *Java*, on a Streight formed by the Iſle of *Bali*, having about ten thouſand Houſes built almoſt all with Bambo, and abounds with Rice like the other Cities.

The Goodneſs of this Iſle is inconceivably great, not having its equal in the World; all Things are brought to Perfection here with Eaſe, and but little Trouble; the Days and Nights are always equal, and the Heat, which is temperate, remains continually the ſame, ſo that *Fahrenheit*'s Thermometer never varies above four or five Degrees; the Earth is better, not ſo marſhy, and leſs mountainous, than in its neighbouring Iſlands; ſo that the *Chineſe* are very fond of ſettling here, and ſome come for this Purpoſe almoſt every Year; they likewiſe render it more valuable by their Huſbandry and Trade, which the *Javaneſe* neglect, as they are more propenſe to Deceit and Cozenage than Labour. This Richneſs of Soil makes it ſo populous, that one may ſee the Roads ſwarm with People in a ſurprizing manner; the Rivers alſo, which are numerous, have their Borders thick ſet with Villages, and beſides the Cities now deſcribed along the Shore, there are many within Land full as large and populous. It is reckoned that *Cartaſoura*, where the Emperor's Court is, has upwards of thirty thouſand Houſes, and that *Mataram*, which is the largeſt City of the Iſle, has ſixty thouſand at leaſt; in fine, according to what the *Dutch*, who inhabit the principal Places on the Coaſt have been able to diſcover, there are in this Iſle forty large Cities, and forty-five hundred known Villages, beſides others yet undiſcovered by them; and by certain Memoirs, it has been found, that theſe ſame Places ſome Years ago contained no leſs a Number of Inhabitants than near thirty-two Millions, including all Ages and Sexes; by which Calculation, it may be ſeen that this Iſland is three Times more populous than *France*, if the Difference of Territories be conſidered; as the Iſle of *Java* is not altogether equal in Bigneſs to the Moiety of that Kingdom, which yet does not contain above twenty Millions of Souls †.

Of Sumatra.

THIS Iſle is about one hundred and ninety Leagues long by ſixty broad, and ſituated in ſix Degrees of Southern Latitude, ten Leagues from the Peninſula of *Malacca*, and four or five from *Java*, the Separation between the two Iſlands being made by the Streights of *Sunda*.

Its principal Commerce conſiſts in Gold, Silver, Pewter, Copper, Iron, Diamonds (and other precious Stones) Pepper, Wax, Honey, Camphire, Caſſia, Sanders, Tortoiſeſhell, Brimſtone, Rice, Sugar,

† Memoir M. S. of Dr. *Garcin*.

gar, Ginger, Benzoin, Ambergreaſe, Jet, Dragon's Blood, and Rattans.

The Gold is found all over the Iſle, but more eſpecially between *Ticou* and *Maningcabo*, where the Inhabitants gather it in Lumps at the Foot of the Mountains after great Rains, or in the River Sands, where they get the greateſt Quantity, which the Collectors (who are Demi-Savages) give in Exchange for diverſe Commodities with their Neighbours, as they have no Trade with Strangers; thoſe of *Maningcabo* give in truck Arms, Iron Tools, and Cotton Cloth; and thoſe of *Priaman*, Pepper, Steel, Salt, *Surate* Coverlids, *&c.*

Almoſt all the Iſland except the middle Part, produces Pepper, but the Places where moſt is gathered, are *Andrageri*, *Jambi*, *Palimbag*, and above all, *Indra-poura*; though *Ticou*, *Sillebar*, *Maningcabo*, and *Barros* yield ſome, but of an inferior Quality; yet a large Quantity of both Sorts is annually ſhipped, as well for *Europe* as *India*. The Brimſtone is found at *Pedir*, where there is a Mountain of it; and near to this City it is, that Roſin, called *Sumatra* Balm, is collected. The Diamonds, and precious Stones come from abroad, particularly from *Borneo*. The other Drugs and Commodities grow and are cultivated in the Iſle, eſpecially in the inland Parts, Benzoin being the Product of *Barros*.

Beſides theſe Places beforementioned, ſome Trade is carried on at *Achem*, *Paeem*, *Delli*, *Arou*, and *Campara*.

Achem, ſituated in the Northernmoſt Part of *Sumatra*, is the Capital of a large Kingdom, and almoſt of all the Iſle; being the moſt healthful Place, as the others have generally a bad Air, from the Waters and Lowneſs of the Land; it is here that Foreigners tranſact the greateſt Buſineſs, and the Road is ſeldom without ſome *Engliſh*, *Dutch*, *Portugueſe*, *Daniſh*, *Chineſe*, *Guzarates*, *Arabian*, *Perſian*, *Abiſſin*, and other Ships, from many Places of *India* and *China*.

The Goods they bring here are Gold and Silken Stuffs, Muſlins, Painted Linens, Cotton, unſpun Silk, Fiſh, Butter, Oil, Arms and Warlike Stores, Silver, and more eſpecially Rice, (which the *Engliſh*, *Dutch*, *Danes*, and *Chineſe*, bring in large Quantities, as this Part of the Iſle is entirely deſtitute of it) white, red and blue Salampouris, Percellas, Spices, and Opium, brought from *Bengal*.

The *Dutch* have four or five Forts and Factories in the Dominions of the King of *Achem*, and thoſe of ſome other petty Princes; among which are *Padang* on the Weſtern Coaſt; and *Palimbang* and *Jambi*, on the Eaſtern, a little within Land, which in a manner renders them Maſters of the Pepper and Gold Trade.

Jambi, which is one of the beſt *Dutch* Settlements, is upon a River of the ſame Name, twenty-five Leagues from the Sea, from whence may be extracted above two thouſand Tuns of Pepper yearly, that comes from the Mountains; Cotton Cloths and Handkerchiefs are proper for this Trade, as are alſo Dollars, *&c.*

Sillebar, a City on the Weſt Coaſt, about thirty Leagues from the Streights, belongs (as before obſerved) to the King of *Bantam*, and is famous for its Manufacture of *Cris*, or Poniards worn by the *Javans* and the major Part of the *Indians*, being in great Eſteem, and a large Trade carried on in them.

Of Borneo.

THIS Iſland being almoſt round, and near two hundred Leagues Diameter, it muſt conſequently have a Circumference of about ſix hundred. It has the Iſles of *Celebes* to the Eaſt, *Java* to the South, *Sumatra* to the Weſt, and the *Philippines* to the North. Only a Part of the Coaſts (eſpecially thoſe of the Kingdom of *Borneo*) are known, the Barbarity and Infidelity of the Iſlanders having diſguſted the *Europeans* ſo, as to hinder their eſtabliſhing among them, or indeed to continue their Trade.

The *Dutch* firſt arrived here in 1609, and ſettled ſome Factories at *Borneo*, *Sambas*, and *Succadana*; but beſides their not being able to obtain an Excluſion of all other Nations from trading here, as they for a long time ſollicited; they ſo often proved the Ferocity of theſe Savages, who daily ſought freſh Pretexts to plunder their Warehouſes, and kill their Factors, that at laſt forced them to abandon the Iſle, and leave its Merchants to bring their Goods to *Batavia*, if they had a mind to maintain their Commerce; which principally conſiſts in Diamonds, Gold, Pearls, Bezoar, Aloes, Wood of different ſorts, Wax, Pepper, Camphire, Bezoin, Dragon's Blood, and Rattans. The Gold is found at *Pabang*, *Sey*, *Calantan*, *Scribas*, *Catra* and *Melanougua*, and is more abundant than is commonly imagined; but the Sloth and Knavery of the Inhabitants make them live in extreme Poverty, amidſt immenſe Riches, which their valuable Mines, and fertile Soil, would abundantly produce them, at the Expence of a very little Labour; as their Lands would yield any of the *Indian* Fruits, and Spice in particular would flouriſh here to a Miracle, as Experience demonſtrates in its preſent Growth

Growth of Clove and Nutmeg Trees, found here with every requiſite Quality.

Sambas and *Succadana* are the Places for the Purchaſe of Diamonds, of which the Mine is further within Land, and may produce about ſix hundred Carats yearly; here is alſo ſome of Iron, Copper and Pewter, and whatever elſe *Sumatra* yields may be found here; whoſe Imports alſo are ſimilar to thoſe of that Iſland.

Crimati, *or* Crimatia.

IS a ſmall Iſle in the *Indian* Sea, about four or five Leagues diſtant from *Borneo*, where is a Diamond Mine, and ſome Pearls are found on its Coaſts, both which Commodities the Inhabitants carry to ſell at *Malacca*; and they are ſo jealous of theſe Jewels, as to deny any Foreigner Admittance among them.

Of the Molucca, *or* Molucque *Iſlands.*

THESE Iſles are Part of the *Oriental Archipelago*, and indeed compoſe a particular one themſelves of more than an hundred and thirty Iſlands. They are divided into the great and ſmall *Moluccas*, and theſe laſt again parted into thoſe properly ſo called, and them of *Banda*. Some Authors placing alſo the Iſle of *Amboyna* among them.

All theſe Iſlands, of which I ſhall ſpeak according to this Diviſion, were diſcovered by the *Portugueſe* in 1511, and their Poſſeſſion for ſome time diſputed by the *Spaniards*, in Virtue of the famous Diviſion made by the Court of *Rome*, then the acknowledged Arbitrator in the Partition of the Eaſt and Weſt *Indies*; however by the Treaty of 1520 between thoſe two Nations, the *Moluccas* were ceded to the former, who occupied them till 1601, when the *Dutch* newly arrived in *India* began to moleſt them in their Poſſeſſion, and finally chaſed them out of all theſe Iſlands, commonly called the Spice Iſlands, on Account of the Growth of Nutmegs, Mace and Cloves in many of them, and as Mr. *Savary* ſays, not in any other Part of the World, tho' Dr. *Garcin* informs us of their being produced in *Borneo*, as juſt now mentioned.

Of the Great Molucca *Iſles.*

THESE are among others *Celebes*, *Gilolo*, *Ceram* and *Bouton*, to which *Timor* and *Arou* oughtto be added. The firſt is the moſt conſiderable of all, being two hundred Leagues long, by an hundred broad, which muſt be underſtood, not of one ſole Iſle, but of a Cluſter ſo near to one another, that they ſeem to compoſe but one only. It encloſes many Kingdoms, of which that of *Macaſſar* occupies the major Part of the Southern Coaſt, *&c.* This Kingdom is alſo the moſt fertile of any, and almoſt the only one where the *Europeans* have any Trade.

The Capital, celebrated for its Grandeur, Number of Inhabitants, and the Beauty of its Buildings in the *European* Taſte, is ſituated in the ſouthern Part of the Iſle, at five Degrees, ſix Minutes from the Line, where the *Portugueſe* formerly carried on almoſt alone one of the greateſt Trades in *India*. The *Dutch* ſucceeded them, and by Conſent of the *Macaſſarian* King, who ſeemed tired of the Servitude in which the former held him, built here *Panakoke* and *Samboupo* Forts to ſecure their Trade, and, as they would make the *Macaſſars* believe, the Liberty of their Country. But theſe new Gueſts not being more tractable in Point of commercial Concerns than their Predeceſſors; but endeavouring to become Maſters of *Macaſſar*, to the Exeluſion of all other Nations, the *Portugueſe* regained their Credit, and the *Dutch*, being near drove out, prevented the Deſigns of their Enemies, which they had foreſeen, by appearing before *Macaſſar* in 1660, with a Fleet of thirty-three Sail, and after having been equally victorious at Sea, where they took, burnt, or ſunk, ſix large *Portugueſe* Ships richly laden, and on Shore (where in a Deſcent they forced Sword in Hand two Forts within Gunſhot of the City) they ſo intimidated the King and his People (altho' the braveſt in *India*) that they obliged him by a Treaty concluded at *Batavia* the ſame Year, never to admit the *Portugueſe* again into any Part of the Kingdom, and to leave the *Hollanders* in Poſſeſſion of their Forts and Trade: It was not, however, till 1669, that they could entirely ſubdue this reſtleſs and ſavage Nation, who notwithſtanding the Treaty of 1660, and another of 1667, continually interrupted their Spice Trade, by ſending ſmall Veſſels to traffick with the Inhabitants of *Banda* and the *Moluccas*, in Cloves and Nutmegs, which they afterwards ſold to the *Engliſh*, and maintained, as the *Dutch* gave out, a Correſpondence with their Enemies, to take from them *Amboyna*, one of their eight great Governments in *India*. And notwithſtanding ſo conſiderable an Expence was made, and ſo much Blood ſpilt, they have not been able to eſtabliſh an excluſive Trade at *Macaſſar*, the Port and City having remained open to all the Nations of *India* and *Europe*, excepting the *Portugueſe*, who notwithſtanding may now come and trade like the others, ſince their

Imbecillity

Imbecility in the *Indies* no longer affords the *Dutch* any Jealouſy.

The principal Commodities exported from hence, are Rice in a vaſt Quantity, and the beſt in *India*; Gold, Ivory, a great deal of Brazil Wood, and ſome Sanders, Cotton, Camphire, various Sorts of hard Ware, Arms proper for the *Indians*, Ginger, long Pepper, and Pearls fiſhed here. The Imports conſiſt of Scarlet Cloths, Gold and Silver Stuffs, *Cambaye* Cloth, Pewter, Copper, Iron, Soap, and Aſſa Fœtida, which two laſt come from *Surate*.

Gilolo, has the ſecond Rank among the great Iſles of the *Moluccan Archipelago*. Some make it two hundred Leagues, and others but an hundred and fifty Leagues in Circuit. The beſt Merchandize extracted from hence is Sagou, or Sago, for making Bread, without which the Inhabitants of the *Leſſer Moluccas* and *Banda* could not ſubſiſt in the Want of Rice, with which they can only be ſupplied from *Macaſſar*, &c. It is made of the Pitch of a Tree like a Cocoa-Tree, and is now in great Eſteem in *Europe*, as a nouriſhing Food for weak and valitudinarian Conſtitutions.

Ceram is not leſs than *Gilolo*, a Part of whoſe Coaſts have for a long time appertained to the King of *Ternate*, and were the Occaſion of a tedious War between him and the *Dutch*, on Account of the Cloves cultivated here; ſince the Peace made between them in 1638, this Place has ſhared the Fate of *Ternate*, and the other Iſles belonging to it. The Clove Trees have been rooted up, and the *Dutch* have built Redoubts and Forts in many Places, to impede all foreign Trade where they have now made themſelves Maſters. Of which more hereafter in treating of *Ternate*.

Bouton, is the laſt of the four *Great Molucca* Iſles, and may have about eighty Leagues Circumference. This produces no Rice, but carries on a great Trade in Slaves, and has a ſmall Quantity of Ambergreaſe of a midling Quality. Its beſt Buſineſs is that of Tamettes, a ſort of Linen made here, proper for the *Moluccas*, where the *Dutch* carry a large Quantity yearly.

Of the Little Molucca *Iſles*.

THE Iſlands properly called the *Moluccas*, are only five, *viz.* *Ternates*, *Tidor*, *Machian* (or *Makian*) *Moter*, and *Bachian*, which compoſe one of the ſeven great *Dutch* Governments in *Aſia*. The Land of theſe Iſles lies very high, each being an entire Mountain, which begins from the Coaſts, and have their Summits run to a great Elevation. They are all very ſmall; *Ternate* which is the principal not having above ſeven Leagues, *Machian* near ſix, *Moter* only four, and *Bachian* twenty in Circuit; but this laſt is half deſart, and very full of Sago Trees. All theſe Iſles are near the Line, *Machian* is directly under it, and *Moter* more to the North. The King of *Ternate* reigned formerly over not only theſe five Iſles, but over the greateſt Part of the *Moluccan Archipelago*, and his Subjects were then obliged to bring their Spice to his Capital; and it was there, that the foreign Merchants, whether *Javans*, *Malayans*, *Chineſe*, and the *Portugueſe* (at firſt) came to buy it; but a little after theſe latter were arrived in *India*, this great Power of the *Ternatois* began to ſhake, and the Inhabitants of *Macaſſar*, *Tidor*, and many other Iſles having revolted and confederated, went to attack their King.

The *Portugueſe*, always attentive to what might enlarge their Empire, and extend their Conqueſts in the *Indies*, ſoon mixed in the Quarrel, and improved ſo favourable a Conjuncture to their own Advantage, obtaining thereby an Eſtabliſhment in *Ternate*, even with the King's Conſent; and afterwards by Right of Conqueſt in *Tidar*, *Machian*, *Amboyna*, *Banda*, *Timor*, and *Solor*, where they built Forts, which made them Maſters of the Spiceries. In 1605, the *Dutch* appeared at *Ternate*, and the *Portugueſe Ternatois* received them, and permitted their building the Fort of *Tolucco*, one of the firſt they had in *India*.

This Change of Maſters having in nothing ſweetned the *Ternatois* Servitude, who to the *Portugueſe* Yoke had now added that of the *Dutch*, they endeavoured ſeveral Times to ſhake off this laſt, but always unſucceſsfully; and were obliged to make various Treaties in 1609, 1612, and 1638, which finiſhed the Loſs of the little Liberty they had remaining, and entirely excluded all Foreigners from the *Moluccas*, ſecuring to the *Dutch* only all the Trade of the Cloves, which grew in thoſe Iſles. This Treaty, which confirmed all preceding ones, and reſtored to the King of *Ternate* all the Places that the *Dutch* had ſeized in the laſt War of 1638, agreed, that all the King's Subjects ſhould quit *Amboyna*, and that this Prince ſhould for ever renounce his Right to that Iſle in Favour of the *Dutch*, with many other Articles to rivet their Slavery, and exclude all Strangers. It ought, however, to be remarked here, that this Peace was in ſome ſort bought by the *Dutch*, for although victorious and Maſters of one Part of the King's Territories, who with his Grandees, and brave Troops, had retired into inacceſſible Places; they choſe rather to ſubmit, paying him a kind of an annual Tribute, than to riſk the Clove Trade, of which they were and are yet ſo jealous; as they alſo did in favour of the

the *Onimas* and *Oroncais*, to whom they likewiſe yearly pay a ſort of a Penſion to recompence their rooting up all the Clove Trees in their Lands, and not to permit their Vaſſals planting any for the future; and ſince the ſaid Treaty of 1638, the *Dutch* have abſolutely remained in Poſſeſſion of the five ſmall *Molucca* Iſles, but by various Diſputes which have happened ſince, the Company has been obliged ſeveral Times to augment the different Penſions they paid, for the Deſtruction of the Clove Trees in all the Iſles, as they found they had ſufficient in thoſe which grew in *Amboyna*. Theſe Augmentations were made in 1652, 1682, and laſtly in 1713, when it was finally agreed that they ſhould pay yearly,

To the King of *Ternate*	6600	Rix Dollars
To the King of *Tidor*	2400	
To the King of *Bachian*	700	
To the King of *Moter*	150	
To the King of *Machian*	2000	
To the Grandees of *Ternate*	600	
In all	12450	Rix Dollars.

None of theſe Iſles are fruitful except in Cloves, and conſequently furniſh nothing elſe to Trade; that of *Ternate* yielded formerly in a common Year between four and five hundred Bahares (of five hundred and fifty *Dutch* Pounds each) of Cloves, and near one thouſand in the grand Crop, which happened every ſeven, or as others ſay, every four Years. *Tidor* three hundred Bahares, and twelve to thirteen hundred in the good Seaſon. *Moter* only an hundred; *Machian* three hundred; *Bachian* little more than *Moter*; but theſe three augmented proportionably in the good Year; *Moter* and *Bachian* yielding near four hundred, and *Machian* fifteen or ſixteen hundred; but no Cloves grow there ſince the aforeſaid Treaties. From *Ternate* a ſmall Quantity of Tortoiſhell is exported, and a large one carried there of coarſe Linen, and ſome others with Handkerchiefs called Tamettes from *Bouton*, many Stuffs, and other Merchandize from *Europe*, for the *Dutch* in Garriſon, or ſettled there.

Of the Iſles of Banda.

THESE Iſlands, the only Places in the World, where the Nutmegs and Mace grow (according to Mr. *Savary*, though denied by Dr. *Garcin*, as hinted at in the Introduction to the *Moluccas)* make a Part of the ſo often mentioned *Archipelago*, and are in the Number of thoſe called the *Little Moluccas*. They are ſix, every one with its own Name under the general one of *Banda*, viz. *Lonthor*, *Neira*, *Gounong-Api*, *Poulo-Ay*, *Poulo-Rhon*, and *Roſinguein*, as Dr. *Garcin* writes them; though Mr. *Echard* in his *Gazetteer*, calls them *Lanton*, *Nera*, *Genapi*, *Pullway*, *Palerni* and *Baſſingen*.

Lonthor is the largeſt, higheſt, and fulleſt of Nutmeg Trees; it was once called *Bandan*, by the Natives of the Country, and it is from thence that theſe Iſles are denominated *Banda*. But after that the *Dutch* had a Factory here, called *Lonthor*, which was that of a City deſtroyed in the ancient Wars, this Iſle was called ſo likewiſe.

Neira, is two-thirds leſs, and is where the Governor of the Iſlands reſides; it is furniſhed with two Forts, the one called *Naſſau*, and the other *Belgick*. This on a little Mountain towards the Middle of the Iſland, the other on the Streights, a Muſket Shot in Length, and overagainſt the Iſle of *Lonthor*.

Gounong-Api is about the Size of the preceding one, and not above a Stone's throw diſtant from it to the Weſt; it has a large Mountain in the Middle, which occupies almoſt the whole Iſle; and is a Vulcano that burns continually ever ſince the End of the ſixteenth Century, and gives Name to the Iſland, as *Gounong* in *Malayan* ſignifies Mountain, and *Api*, Fire.

Poulo-Ay, is a ſmall Iſle to the Weſt of the three preceding ones, of which the Land is pretty plain, and very good. The Company have a Fort here called *Ravenche*, and this is as fertile in Nutmegs as *Lonthor*, if not more.

Poulo-Rhon, and *Roſinguein*, the other two Iſles, are the ſmalleſt of all, very barren, and but thinly inhabited, each having a little Redoubt guarded by ſome inferior Officers.

Banda, which is the ſixth of the eight great Governments that the *Hollanders* have in *India*, lies in four Degrees and a half of South Latitude, four hundred and fifty Leagues from *Batavia*. This was one of their firſt Eſtabliſhments in *India*, and Fort *Naſſau* in the Iſle of *Neira* (before-mentioned) was the firſt they built.

Among the ſix Iſles of *Banda*, there are but three where the Nutmegs are cultivated, *viz.* *Lonthor*, *Neira*, and *Poulo-Ay*, the others being too mountainous and barren; the firſt is the largeſt, and furniſhes the greateſt Quantity of Fruits, it having twenty-five Nutmeg Orchards, which in the beſt Years produce altogether about 570,000 Pounds of Nutmegs, and 140,000 Pounds of Mace, growing on a Superficies of 140,000 Yards of Land. The Iſle of *Neira* yields in a good Year 8000 Pounds of Nutmegs,

megs, and 2000 Pounds of Mace, from a Spot of 10800 Yards: The Iſle of *Poulo-Ay*, although very ſmall, is in Proportion the moſt fertile of all, having ſix Orchards containing a Surface of 28760 Yards, which produce in a favourable Seaſon 120,000 Pounds of Nutmegs, and 30,000 Pounds of Mace. The Proprietors of theſe Orchards in the three Iſles want the Aſſiſtance commonly of twenty-ſix thouſand Slaves for their Cultivation and getting in the Fruit.

Of Amboyna.

THE Iſle of *Amboyna* is ſituated in four Degrees twenty Minutes from the Equinoctial Line, at forty-two Leagues Diſtance from the Iſle of *Banda*, or thirty-four from *Poulo-Rhon*, the Weſtermoſt of this Cluſter, and conſequently the neareſt. Some Authors place it among the Number of the great *Moluccas*, although it has not above twenty-four Leagues Circumference: It is divided in two, ſo that the Iſthmus, which ſeparates the two Parts, being very narrow, it ſeems to form two Iſles. The largeſt of theſe two Parts is called *Hitou*; and the other not above half as big on the Southern Side, *Leytimor*; the firſt is twelve Leagues long, and two and a half broad; and the other five Leagues in Length, and one and a half in its greateſt Breadth. The two ſmall Peninſulas of this Iſland, form a narrow Gulph between them, of a Parallel Length with *Leytimor*, and ſomething better than a League wide, both at its Entrance and in the Middle. Beſides this great Iſle of *Amboyna*, there are ten ſmall ones very near, *viz.* *Ceram*, *Ceram-Laout*, *Bouro*, *Amblau*, *Manipa*, *Kelang*, *Bonoa*, *Orna*, *Honimoa*, and *Nouſſa-Laout*; theſe laſt three bearing the Name of *Uliaſſers*, which with *Amboyna* are the only four Iſles where any Cloves are cultivated, the Trees in all the others being grubbed up, as theſe produce ſufficient to ſerve the whole Globe. The Company have Redoubts and Settlements in all the Iſlands, as well to reſtrain the Inhabitants from planting, as to hinder any contraband Trade from being carried on. At *Amboyna* the *Dutch* have ſeveral Forts, in one of which the Governor reſides, this being the fifth of the Company's great Governments in *India*.

When the *Dutch* firſt became Maſters of this Iſle, there were very few Clove Trees in it, but they have ſince made ſuch Plantations, that it now produces more than all the *Moluccas* put together. The greateſt Crops are gathered at *Hitou*, *Loubou*, *Cambelle*, *Leſſide*, *Nau*, *Caylolo*, *Cabeau*, *Larike*, *Vaccaſhou*, *Ourien*, and *Aſſaloulo*, Part in the ſmall, and Part in the great Iſles. All the Iſle is divided into ſeveral Villages, and each Village into many Orchards equally cultivated by the *Dutch* and Natives, who are each obliged to plant ten Clove Trees yearly, which has been the Occaſion of ſo great a Multiplication, as not to leave room for the Culture of other Fruits, Pulſe and Greens for common Uſe, but they are brought from abroad, eſpecially *Batavia*. The Clove Trees of *Amboyna* and its Neighbourhood, have from one Year to another, a good and a bad Crop, which is different from the other *Moluccas*, where the other good Crop only comes every fourth Year, and ſometimes every ſeventh. They have tried to plant Nutmeg Trees in the Iſle, and have ſome few growing in Gardens, though they thrive very poorly. At *Victoria*, there are Magazines always full of Stuffs, ready made Clothes, Cotton Cloths, and other Merchandize of *India* and *Europe*, where the Inhabitants go to furniſh themſelves with what they want, on which the Company makes large Gains. The Proviſions, Stores, and Commodities from *Batavia* are brought here yearly by two of the Company's Veſſels, who on their Return load entirely with Cloves, which ſome Years are produced in ſuch Quantities, that they are obliged to burn, or throw Part of them into the Sea, proceeding from the Obligation the *Dutch* have laid themſelves under to take all that the Seaſon yields, at a Price agreed on with the Owners.

It is ſuppoſed that here are more than ſixty thouſand Inhabitants, of which the leaſt Part are *Dutch*, ſo that theſe are forced to maintain large Garriſons to awe the Natives, in caſe they ſhould be diſſatisfied at the Reception of their Cloves. And it may be ſeen at what an Expence both of Blood and Money the Company have ſecured to themſelves this Branch of Buſineſs; and yet after all their Care and Precaution, it never has, nor ever will be, in their Power to hinder the Extraction of the Spices entirely, and in the manner, they endeavour to guard againſt, with ſo much Jealouſy; I mean by partly falling into the Hands of Foreigners, through the Connivance of their own Officers and Servants. The total Number of the Clove Trees growing in all the Places beforementioned, are ſuppoſed to be about two hundred and fifty thouſand, *extra* of the young Plants rearing, to ſupply the old ones decay; and as their Fecundity is uncertain, and greatly varying according to the different Seaſons, I here add the Products of ſeven ſucceſſive Years, that my Reader may thereby calculate the Average, *viz.* in 1705, two thouſand and ſix Bahares (of five hundred and fifty Pounds, as before mentioned) *Anno* 1706, twenty-ſix hundred and ſixty-one Bahares; *Anno* 1707, ſeventeen hundred and ninety-eight Bahares; *Anno* 1708, ſix hundred and two

two and a half Bahares; *Anno* 1709, twenty-nine hundred and fifty-nine Bahares; *Anno* 1710, nine hundred and thirty-ſix Bahares; and *Anno* 1711, thirteen hundred Bahares.

Timor and *Solor* are alſo two Iſles of the Eaſtern *Archipelago*, between the Cape of the Iſle of *Celebes*, and the Iſles of *Flores*, where the *Dutch* have ſome Trade and Forts. At *Timor* a Commerce is maintained in Slaves, Wax, and Sanders, of which latter here may be collected yearly near two thouſand Bahares (of five hundred and ſixty Pounds) and *Solor* produces the ſame Commodities, though in much leſs Quantities.

Of the Philippines, *or* Manillas.

THESE Iſles were diſcovered by the famous *Magellan* in 1520, though not ſettled till 1564, under the Reign of the *Spaniſh* Monarch *Philip* II. from whom they received their new Name. They lie in the *Indian* Sea, between *China* and the *Moluccas*, at about an hundred Leagues Diſtance from the Coaſts of *Camboya* and *Champaa*, and two hundred from the *Mariannes* Iſlands; they compoſing one of the five *Archipelagos* in the *Oriental* Ocean, and by ſome are numbered in eleven hundred, though others count them as many thouſands, which is undoubtedly an Exaggeration, greatly exceeding the Truth.

The Iſland *Manilla*, ſo called from its Capital, is the moſt conſiderable of all thoſe poſſeſſed by the *Spaniards*, and the Center of their Trade, which they extend on one Side as far as *China*, and on the other to the *American* Coaſts, or the *South* Sea. This Iſle, though ſeated under the torrid Zone, (as well as the reſt of the *Philippines)* enjoys a healthful temperate Air, notwithſtanding its firſt bad Reputation. It is the Northernmoſt of all theſe Iſles, and is not leſs than four hundred Leagues in Circumference.

Mindanao, which on the contrary is the Southermoſt Iſle, hardly yields in Grandeur to the foregoing, but the Inhabitants in ſome ſort carry on a diſtinct Commerce, either with the *Spaniards* (when not at War with them) to *China*, *Borneo*, or the other Iſles of *Sonda*, where they carry ſeveral of their Products, and Return with the Commodities they want. They had alſo a ſettled Trade with the *Moluccas*, before the *Portugueſe* and *Dutch* became Maſters of them. The Merchandize which theſe People carry to all the ſaid Places, are Gold, (which they gather in their Mountains and Rivers, particularly in that of *Batuam)* Wax, Rice, Sago, Stuffs (made of a Tree's Bark) Cocoa Nuts, Seſame, Oil, Iron, Steel, and baſtard Saffron. The *Spaniards* alſo extract from hence Timber for Building their Galleons, which are larger than thoſe of the *European* Conſtruction, and this Iſle alſo affords, many thouſand Skins (eſpecially of Stags and Buffaloes) which are proper for the *Japan* Trade; and we might reckon among the Commodities of its Growth, Nutmegs, Cloves, Betel, Cacao, and Pepper; but the Natives omit the Cultivation of more than they want of the two firſt, for fear that if they encreaſe their Plantations, it might invite the *Dutch* among them, and put them on endeavouring to become Maſters of that Buſineſs here, as they had done at the *Moluccas* and *Banda*.

Almoſt all the Trade the *Spaniards* tranſact, is managed (as before obſerved) in the City of *Manilla:* This Capital, the Reſidence of the Archbiſhop and the Viceroy, is ſituated in fourteen Degrees fifteen Minutes of Latitude, in the moſt Southern Part of the Iſle; its Harbour is very good, ſpacious, and ſecure, and it is here where the two Galleons that load at *Acapulco* in *New Spain* yearly arrive, and from whence they return with the ſucceeding Mouſſon to the ſaid Place of their Departure It is alſo here, that the *Chineſe* and *Japaneſe* Veſſels are continually arriving, with a great Part of the immenſe Riches thoſe two Empires are poſſeſſed of, to truck them againſt thoſe of the new World, of which this City is a ſort of Depoſitory for the Eaſt. The Time of theſe People's Negociations is commonly from *December* to *April*, during which Term, thirty or forty of their largeſt Veſſels are always ſeen in the Road, and in the remaining Part of the Year, four or five hundred of all Sizes, which belong to the *Spaniards*, and the *Chineſe* ſettled in the Iſles, with others trading to this *Archipelago*. The *Portugueſe* alſo carry on a good Trade here, and it is in this only that they make any conſiderable Gains, ſince they loſt that of *Japan*; though of all the Nations who traffick here, the *Chineſe* are thoſe who carry on the greateſt Commerce, and the Number of them reſiding here may amount to at leaſt two thouſand. The Goods which they, and other Strangers bring here, are Silk and Cotton Stuffs of all Colours, raw and ſpun Silk; Cotton Wool and Thread, Gunpowder, Brimſtone, Iron, Steel, Quickſilver, Copper, Wheat Flour, Walnuts, Cheſnuts, Biſcuit, Dates, Porcelane, Cabinets, Eſcrutores, lacquered Trunks, Rice, all Sorts of Drugs, Saltpetre, Cotton Cloth white and coloured, Ribbon, Headdreſſes for the Women's Veils after their Faſhion, Pewter and other Houſhold Furniture made of it, Silk Fringes, and Thread ones of various Sorts; in fine, diverſe Merceries and hard Ware, of *China* and *Europe*, and ſeveral Sorts of Glaſs Beads, which are proper for the Iſle of *Mindanao*.

The Exports from the *Philippines*, conſiſt in the Products of the Country, and thoſe brought there from *America*; the firſt are Gold from *Mindanao*, Wax, Honey, Tobacco, and Sugar, tranſplanted from the *Weſt-Indies*, and which flouriſhes here perfectly well, Stags and other Animals Skins, both wild and tame, Timber as well for Houſe as Ship Building, Plaintain Cloth and Thread, ſeveral Oils, Civet, and the Animals that produce it, Palm Wine, Baſtard Saffron, Cocoa Nuts, and all the Commodities which that wonderful Tree produces; and in fine, Sago, which ſerves the Natives, in the ſame manner that it does the *Moluccans*. The Merchandizes from *America*, are the Products and Manufactures of *Peru* and *Chili*, and of all the *Spaniſh* Coaſts in the *South Seas*, brought to *Manilla*, by the annual Galleon from *Acapulco*, but principally in Gold and Silver, which the Mines of *Potoſi* and *Chili* furniſh the Eaſt with in Abundance, notwithſtanding the vaſt Quantity, that the Flota and Galleons yearly tranſport to the Weſt.

Of the Iſles of Thieves, *or* Ladrones.

MR. *Savary* ſays theſe Iſlands were diſcovered in 1520, and Mr. *Echard* in 1552, by *Magellan*, after paſſing from the North to the South Sea by the celebrated Streights bearing his Name; he called them the Iſles of *Thieves* (in *Spaniſh Iſlas de Ladrones*) on Account of the Petty Larceny the Natives were guilty of, in ſtealing a few Nails and Bits of old Iron from him, and the *Iſlands of Sails*, from the vaſt Quantity of Canoes, that at once ſurrounded his Ship on arrival; they were afterwards named *Mariannas*, from *Mary Ann* of *Auſtria*, Queen of *Spain*, who ſent Miſſionaries there in 1665, after their being taken Poſſeſſion of for that Nation; they are at the Extremity of the Eaſt, or upon the utmoſt Eaſt Bound of our Hemiſphere, in that vaſt Expanſe of Waters, that lie between *Japan*, the *Philippines*, and *Mexico*, or in other Words, between the *Oriental* and *Pacifick* Ocean; there are only fourteen, or as ſome ſay fifteen of them known, although they are much more numerous; *Gnabans* and *Saypan* are the moſt conſiderable and populous, having, as Mr. *Savary* ſays, more than thirty thouſand Inhabitants each, although the largeſt of them is not forty Leagues in Circumference, which muſt be a Miſtake in the ſaid Gentleman, either in the Number of Inhabitants, or Extent of the Iſles. Some have believed that they had always a Commerce with the *Tartars*, but it is certain that before *Magellan*'s Arrival, they thought themſelves the only Inhabitants of the Earth, ignorant even of the Uſe of Fire, which they took at firſt for a devouring Animal, to whom an Approach was dangerous. Since the *Spaniards* have been eſtabliſhed here, thoſe of the *Philippines* diſtant only two hundred Leagues, maintained ſome Trade here, and the annual *Acapulco* Ship always touches for Refreſhments, which they truck againſt Linens, Iron, Merceries, and hard Ware; but this Trade is ſo inconſiderable as would have induced me to paſs it without Notice, had it not been to avoid neglecting the Memento of the Iſles, which by their Situation between *Aſia* and *America*, may very much favour thoſe, who carry on a Marine Traffick from the South to the Eaſt.

Of the Iſles of Japan, *or* Japon.

THESE Iſles lie in the Sea of *China*, between thirty-one and forty Degrees of Latitude, about two hundred and eighty Leagues diſtant from the Continent in ſome Places, though in others not above ſixty. The three principal ones are *Niphon* (in which is ſeated *Meaco*, the moſt important City of the Iſles for Trade) *Ximus*, or *Ximo*, and *Xicocon*, or *Xicoco*. A great Number of ſmall circumjacent Iſles ſurround them, though but little known to the *Europeans*, except thoſe of *Firando*, where the *Dutch* had at firſt ſome Settlements, and that of *Bongo*, called *Cikoko*, where *Nangaſaki* is built, the Seat at preſent of the *Dutch* Trade, and which was formerly that of the *Portugueſe*, before their Expulſion from *Japan*.

It has been for a long Time controverted, whether *Niphon*, the largeſt of theſe Iſles, and ſome others to the North of this vaſt Empire, do not join with *Great Tartary* or to *Jeſſo*, that Land newly diſcovered, and as yet but little known; ſome modern Relations however ſeparate it by the Streights of *Sangaar* from any Continent, and more eſpecially the Obſervations of that fine Chart, which the deceaſed Czar, *Peter the Great*, had made, to inform the Publick of this Truth, and to delineate the Lands ſubject to his Dominion, ſhew that northward they are very near to *Japan*, or at a Diſtance which places the one or the other (by a Streight) within Sight. That Land which lies to the North of *Japan*, is called *Jeſſo* by the *Japaneſe*, which they take to be an Iſland, though it is aſſerted by Dr. *Garcin*, to be a Peninſula joined by its northermoſt Part to *Great Tartary*.

One Emperor is the ſole Monarch of this vaſt Empire, and notwithſtanding it has many Kings, theſe are more Titles of Honour than Enſigns of Sovereignty; thoſe bearing them, having no more Authority than Governors of Provinces, or Viceroys. This Country has always carried on a very conſiderable Trade, either by Strangers coming here with their

their Goods, or that the *Japaneſe* have gone to fetch them, and carried thoſe of their own Growth for Barter.

The Commerce of the *Chineſe* with *Japan*, is almoſt as antient as the two Empires, and the *Siameſe* and *Camboyars* did not carry on an inconſiderable one, till the *Dutch* became Maſters of it, to the Downfall of that of the other three. The *Japaneſe* trade to *Cochinchina*, *Siam*, *Camboya*, and the *Manillas*, their principal Returns being in Silk.

The *Portugueſe* were the firſt *Europeans*, who had any Knowledge of theſe Iſles, either as ſome ſay, by Relation from the *Chineſe*, or *Siameſe*; or, as others report, that they were drove on them by a Storm in 1534, or 1543, going to *China*. The firſt Place they ſettled at was on the Coaſts of *Sarunga*, pretty near the City that gives Name to the Iſle; but the Shores not being good and holding, they four or five Years after paſſed to the Iſle of *Quiſna*, near *Nangaſaki*, a Poſt that the *Dutch* now enjoy, and carried on a yearly Trade to the Value of two hundred and forty thouſand Pounds Sterling.

A Jealouſy in Trade, rather than a true Intereſt of State, drove the *Portugueſe* out of this Empire in 1636. And with them all other Chriſtians (who were reckoned to be four hundred thouſand in 1620) and the Chriſtian Religion, which *St. Francis Xavier* had begun to preach there in 1549.

Before the Edict, which bars the Entrance to *Japan* againſt the Chriſtians, the *Engliſh* were well received here, and had many Privileges granted them; but the *Dutch* found Means by Miſrepreſentations, to get them among all other Chriſtians excluded, and to continue in Poſſeſſion of the Trade themſelves, for which indeed they are the fitteſt, as moſt of the Products of *Japan* are ſold in their other Settlements, and the Products of them brought here; though the *Dutch* were included in the general Expulſion, but had taken ſuch Meaſures as to procure a Re-eſtabliſhment in about three Years, when they returned, though not to *Firando* their former Settlement, but to *Nangaſaki*, or rather *Diſma*, where the ſame Habitation was given them, as had formerly belonged to the *Portugueſe*, and where the Company's Preſident has reſided ever ſince 1641.

Nangaſaki, Capital of the Iſle of *Bongo*, or *Cikoko*, is ſituated in the thirty-third Degree of Northern Latitude, before which lies a ſmall Iſle, ſeparated by an Arm of the Sea only forty Feet wide, and for a Communication between it and the City, there is a Bridge an hundred and fifty Paces long, by fifty wide; at one End of it there is a Draw-bridge, in the Hands of the *Japaneſe*, which the *Dutch* are prohibited to paſs, without leave from the Governor of the City, on Pain of Death; neither are any of the *Japaneſe* permitted to enter except the Interpreters and Factors, with whom the Officers and Commiſſioners of the Lodge may only have Communication.

All the Iſland is paliſaded round, for the Security of the Company's Warehouſes; four long Streets divide it, which are croſs cut by ſome publick Places; on each Side are a Number of Magazines, though the principal one is at the Gate of the Bridge, where the Goods are ſold. There is another Port to the Sea Side, which is where they load and unload their Veſſels.

The Impoſitions on them are very extraordinary, and what no Nation could ſubmit to, leſs wedded to their Intereſt than the *Dutch*; but theſe patiently bear every Innovation and Inſult, for the enchanting Premium of an hundred and fifty *per Cent.* that they are ſuppoſed to make by this lucrative Commerce, and which it is reckoned leaves the Company an annual clear Profit of five Millions. The two Ships that the *Hollanders* ſend to *Japan*, carry their Returns to *Batavia*, where the Repartition of the Goods brought there is made, according to their Propriety, for the different Markets in *India*, *Aſia*, and *Europe* that the Company trade to.

The Merchandize of *Europe*, *India*, and *China*, fit for the Trade of *Japan*, are Scarlet and other lively coloured Cloths; Camblets of various Sorts, red Serges, Burats (a coarſe woollen Stuff) gold and Silk Brocades, Damaſks, black and coloured Armoiſins, Gauzes, and other Silk Stuffs, whitened and raw Silks, Cotton Thread and Wool, Embroideries, Carpets, Linens, ſilk Night-gowns ready made; Flanders Pack Cloth, glaſs and earthen Bottles, Lead, Pewter, Steel, different Sorts of Aloes and Brazil Wood, white and *Muſcovado* Sugar, *Cambodian* Nuts, the Skins of a Fiſh like a Thornback, Allum, red Leather, Capoc (a Sort of very fine Cotton) Wax, a mixed Metal called Calin, Sublimate, Caſſia, Verdigreaſe, Tea, Colours for Porcelane, Camphire, Muſk, Paper, Pepper, Spices, Elephants Teeth, Hemp, red Wool, medicinal Drugs, Borax, Quickſilver, *China* Porcelanes, and Mercеries of all Sorts from thence and *Nuremberg*, red Coral, and Stag Skins with thoſe of other Animals, of which green Hides the *Dutch* carry yearly to *Japan* two hundred thouſand of Stags, and an hundred thouſand of Beeves, moſtly procured from *Siam*; and of which the Iſland of *Formoſa* furniſhed them a Quantity whilſt they remained Maſters of it.

Almoſt all the Goods are paid for in ready Money, and a large Profit is to be made by carrying them to *China* and *Bengal.*

From *Japan* the Exports are all Sorts of Houſhold Furniture of painted and laquered Wood, Fans, Porcelane, Medicinal and Dying Drugs of the Country's Growth, Copper, ſome Minerals, Goat Skins, Silk and Flos, of which the *Japaneſe* often ſell a Part and get foreign Silks for their own Uſe (eſpecially thoſe of *China*) inſtead of them.

Of the Trade of Jeſſo.

THE Country of *Jeſſo*, *Yedſo*, *Yeco*, *Jedio*, or *Eſo*, make only one Continent with ſome of the *Japan* Iſles, although there have been both Navigators and Geographers, who have thought it ſeparated by an Arm of the Sea, which the *Japaneſe* alſo affirm. Its Inhabitants and Trade were for a long Time unknown to the *Europeans*, frequenting the *Aſian* Seas, and it is only ſince 1643 that there have been any Advices about it; gained by the Return of a *Dutch* Ship called the *Caſtricum*, that diſcovered it. The Natives of the Country (which is very mountainous) are moſtly Savages, both in Form and Manners, being entirely without Religion, and almoſt covered with long Hair like Bears, eſpecially the Mountaineers, though the Inhabitants of Towns are a little more poliſhed, and all equally under the Dominion of one Prince or Governor, who acknowledges the King of *Japan* for his Sovereign, and pays him yearly a Sort of Tribute, which he perſonally preſents, and it conſiſts commonly in Silver and Oſtrich Feathers.

The Trade which they carry on with the *Japaneſe* is not inconſiderable, and theſe were the only People they knew till the *Dutch* appeared among them. The Commodities which they truck with the *Japaneſe*, are Whale's Fat, and their Tongues ſmoaked and dried, Furs, ſeveral Sorts of Feathers, and other Products of their Lands and Game, beſides ſome Hemp which they ſpin, by holding it between their Teeth, and twiſting it with the Palms of their Hands. The *Japaneſe* Merchants viſit them once a Year, and carry them Rice, Sugar, ſilk Clothes, and others of a blue Stuff called *Kangan*; Copper, Tobacco Pipes, and Boxes, Cups, varniſhed Pots, and other ſmall Kitchen Utenſils, ſilver Pendants, and copper Earings, Hatchets, Knives, and in fine, all that they have comes from *Japan*. Theſe People, notwithſtanding their natural Savageneſs and Barbarity, are however very ſubtle and intelligent in their Trade, wherein they are truly juſt and faithful, without any Inclination to Theft; in general they moſtly eſteem Iron, and more eſpecially thoſe under the forty ſixth Degree, prefer it in their Traffick with Strangers, to all other Commodities whatſoever.

This finiſhes my Account of the *Aſiatick* Commerce, in which I have been as conciſe as the Nature of the Subject would permit; conſcious of having already exceeded my propoſed Limits, though I hope neither unneceſſarily, nor unprofitably to my Reader, whoſe Information I have ever ſtrictly conſulted, rather than any Eaſe or Advantage to myſelf. Satisfied therefore of having complied with my Obligation in a faithful Diſcharge of that Confidence the Publick has kindly repoſed in me, without any Intermixture of ſiniſter or ſelf intereſted Views, the too frequent Motives to ſpinning out a Work, and thereby impoſing on the generous Credulity of the Subſcribers, I ſhall proceed in my Labours, and haſten to finiſh them with all convenient Brevity.

Concerning the Trade of America.

AMERICA was diſcovered in 1492, by *Chriſtopher Columbus* a *Genoeſe*, though *Americus Veſpucio*, a *Florentine* Merchant, (who went there in 1497 and 1499) had the Honour to give it its Name: It is divided into two great Parts, that form a Peninſula each, and are joined by an Iſthmus, hardly ſeventeen Leagues wide. Both are denominated from their Situation; that to the North being called *Northern America*, and that to the South *Southern.* This laſt is alſo named *Peruvian*, and the other *Mexican*, from *Peru* and *Mexico*, the two greateſt Empires that the *Spaniards* conquered in this new World; whoſe Diſcovery having been made at the Expence of *Ferdinand* and *Iſabella*, King and Queen of *Caſtile* and *Arragon*, the *Spaniards* have always pretended, that theſe new found Lands ought to belong to them only; but other Nations not attending the Diſcuſſion of this unjuſtifiable Claim, have each taken Poſſeſſion of what ſuited their Conveniency in the one and the other Part; ſo that the *Portugueſe* at preſent ſhare the Empire of *Peru* with its pretended Owners; and the *Engliſh*, *French*, *Dutch* and *Danes*, are Maſters of the greateſt Part of *Mexico*, and the Northern Iſles.

America is almoſt environed by the Sea, called either North or South, according as the Coaſts it waſhes are ſituated towards either of thoſe two Points of the Heavens, the South being alſo called the Pacifick Sea. In the one and the other Sea, (joined by the Streights of *Magellan*, *Maire*, and *Browers)* are ſeveral Iſles, though many more in the North than in the

the South, this having none conſiderable but *California*, and a few others along the Coaſts: whilſt the North has the *Bermudas*, *Lucayes*, *Antilles*, and the large Iſles of *Cuba*, *St. Domingo*, or *Hiſpaniola*, *Jamaica*, *St. John de Porto Rico*, *Terra Nueva*, *Cape Breton* or *Louiſburg*, and ſome others of leſs Importance, and uninhabited.

The Diviſions of this new diſcovered Quarter of the Globe, are as follow, *viz.*

The *Spaniards*, who were its firſt Conquerors, and who are alſo the beſt ſettled here, poſſeſs on the Continent all Southern *America*, except *Brazil* belonging to the *Portugueſe*, and ſome Places in *Chili*, *Magellan*, and the Iſthmus of *Darien*, where they have never been able to ſubdue the *Indians*, who are therefore called *Indios bravos* (brave *Indians.*)

Spain alſo occupies the beſt and richeſt Part of the Northern Diſtrict to *Miſſiſſipi*, *New Albion* and *Florida*, and the Iſles belonging to them are, *Hiſpaniola*, otherwiſe called *St. Domingo* (which the *French* ſhare with them) *Cuba*, *Porto Rico*, *Margarita*, *Lucayes*, and ſome others of leſs Note, that the *Spaniards* only ſometimes viſit, without having any Colonies on them.

Next to the *Spaniards* the *Engliſh* have the moſt flouriſhing Settlements in *America*, as well for the Number of the Inhabitants, and the Quantity of Ships ſent there yearly, as for the valuable rich Commodities they produce, of all which I have already treated from p. 539 to 550, ſo ſhall not make any addition here.

The *French* have in *Terra Firma*, *Canada*, where *Quebec*, *Mont-Real*, *Port Royal*, *Richlieu*, and *Frontenac* are, *Miſſiſſipi*, *Cayenne*, and ſomething towards the River *Surinam*. Their Iſles are, *Deſiderada*, *Grenada*, *St. Lucia*, *Martinico*, *Mariagalante*, *Guardaloup*, *St. Bartholomew*, *St. Martin*, where the *Dutch*, have alſo ſome Habitations and *Santa Croix* among the *Antilles*.

They have beſides the Southern Part of *St. Domingo*, the little Iſle of *Tortuga* near to it, and *Louiſburgh* or *Cape Breton*, on the Coaſt of *Canada*. They alſo poſſeſſed before the War for the *Spaniſh* Succeſſion, *Acadia*, on the Continent, *Plaiſance* in the Iſle of *Newfoundland*, and Part of the Iſland of *St. Chriſtophers*, but all theſe were ceded to the *Engliſh* by the Treaty of *Utrecht*.

The *Portugueſe* only poſſeſs in *America* the Coaſts of *Brazil*, extending from the River of the *Amazons*, to that of *St. Gabriel*, near the River of *Plate*; this Coaſt is divided into fourteen Commandaries, of which the beſt known in *Europe* are *Fernambouc*, the *Bay of all Saints*, and *Rio Janeiro*.

The *Dutch*, ſo well ſituated in the *Eaſt-Indies*, are bad enough off, in the Weſt, where all their Colonies are reduced to thoſe of *Saba*, *St. Euſtacia*, *Walkeren*, and a Moiety of *St. Martin*, all the ſmalleſt Iſles of the *Caribbees*; but to make them ſome Amends, they poſſeſs thoſe of *Bonaire*, *Aruba*, and *Curacao*, which lying pretty near to *Carthagena*, and *Porto Bello*, furniſh them with frequent Occaſions of carrying on a very beneficial contraband Trade, againſt which the *Spaniſh* Governors uſually ſhut their Eyes.

Surinam, at the Mouth of the River of the ſame Name, on the Coaſt of *Guaiana*, belongs alſo to the *Dutch*, as does *Bamrom*, *Aprouvace*, and *Berbice*, all theſe in *Terra Firma*, and are, as one may ſay, ſeparated by *Cayenne*, appertaining to the *French*.

In fine, the *Danes* are ſettled in the little Iſle of *St. Thomas*, where the *Hamburghers* have alſo a Factory. This Iſland is not very diſtant from *Porto Rico*, and they have another ſmall one among thoſe called the *Virgins*.

Theſe are the only Nations ſettled in *America*, and having ſpoke of their Poſſeſſions, I ſhall now proceed to treat of their Trade, beginning firſt with that of the *Spaniards*, as Maſters of a larger Share of thoſe Parts, than all the reſt put together.

The Iſle of *Cuba* is the largeſt in the *American* North Sea, after *St. Domingo*, which however it greatly ſurpaſſes in its Riches and Commerce. It lies Eaſt and Weſt from twenty to twenty-three Degrees of North Latitude; it has about four hundred Leagues in Circumference, and is almoſt cut in two by a Chain of Mountains, from whence iſſue ſeveral Brooks and Rivers, whoſe Gravel contains ſome fine Gold, a plain Indication of the neighbouring Mines being impregnated with that Metal, though hitherto they have remained unwrought, as well as thoſe of Copper and Silver, ſuppoſed to be within three Miles of *St. Jago*, the Capital of the Iſle; but its chiefeſt Riches, are the vaſt Number of Hides cured here, taken from the Infinity of both its tame and wild Cattle; beſides which it produces Sugar, Tobacco, Tallow, dry Sweetmeats, Ginger, Caſſia, Maſtic, Aloes, Sarſaparilla, and a great Quantity of Tortoiſeſhell.

Hiſpaniola, more commonly called *St. Domingo*, from the Name of its Capital, is ſeated between the eighteenth and twentieth Degree of North Latitude, near the Middle of *Cuba*, *Jamaica* and *Porto Rico*; from which latter it is only ſeparated by a very narrow Streight. The principal Commodities that the *Spaniards* trade in from their Part, are Hides, Tallow, Sugar, Ginger, Cacao, Wax, Honey, ſome Ambergreaſe,

greaſe, *Brazil* and *Guayac* Woods (which grow here) and that of *Campeche* brought from abroad; in fine, Lemons, Oranges, and many other Fruits ſold freſh, and of which moſt excellent Sweetmeats are made, both wet and dry: here are alſo ſome Gold Mines, but ſince the entire Deſtruction of the Natives, they remain unknown, and the preſent Poſſeſſors have no more of this Metal, than what is found among the Gravel of the Rivers.

The City of *St. Domingo* (ſeated in the Southern Part of the Iſle, at the Mouth of the River *Oſana)* is the Capital of the *Spaniards* Share in *Hiſpaniola*, and the Staple of all their Goods either Native or Foreign; the Inhabitants of the other Towns coming here to furniſh themſelves with thoſe from *Europe*, and the Continent of *America* (brought here in the Ships of that Nation) at the ſame time leaving theirs for Embarkation. The Salt-ponds of the Iſle are almoſt equally divided between the *Spaniards* and *French*, there being many in the Northern Part where the latter inhabit, and not fewer in the Southern where the former have their chief Eſtabliſhments: The moſt abundant, and from whence the beſt Salt is extracted, are thoſe of the Bay of *Ocoa* and *Corodou*, to the South; and them of *Caracol*, *Limonade*, and *Monte-Chriſto*, to the North-Eaſt. Here are alſo found ſome Mountains of Sal Gemme, but they are neglected, as well as ſome other Minerals, which might become (with a proper Care and Application) a conſiderable Object of Trade.

Porto Rico is ſituated fifteen Leagues to the Weſtward of *Hiſpaniola*, being from thirty to thirty-five Leagues long, by twenty broad, and was named, either from the Port of its Capital, which is one of the moſt ſpacious, commodious, and ſecureſt of *America*, or from the Quantity of Gold, at that time extracted from the Mines of this Iſle.

There is now but little of this precious Ore appears in the Commercial Tranſactions of the Iſle, the Mines having been either exhauſted, or neglected for want of Workmen; here is however always ſome little collected in the Rivers Sand, and particularly in the Torrents that fall from the Mountains, and moſt abundantly in thoſe of *Manatnabow* and *Cecubo*.

The chief Trade carried on at preſent here, conſiſts in Sugar, Ginger, Hides, Cotton Wool, and Thread; Caſſia, Maſtick, Guayac, Mays, Salt (of which here are excellent Ponds) Oranges and Lemons, freſh or preſerved, and all ſorts of Cattle. Its pricipal Cities are *Porto Rico*, (the Capital) *St. Germain*, *Arezibo*, and *Guddiamilla*, though the firſt is where all the Buſineſs of the Iſle is carried on.

Margarita, or *Pearl* Iſland, on the Coaſts of *South America*, at eleven Degrees of North Latitude, was for a long time famous for the Fiſhery of Pearls, but has been deſerted ever ſince the Middle of the ſeventeenth Century, and this Buſineſs transferred to *La Rancheria*, in the River of *La Hacha*, where the *Spaniards* ſent ten or twelve Barks yearly from *Carthagena*, convoyed by a Man of War of twenty-four Guns, with proper Divers for the Oyſters.

Of the Trade on the Coaſts of Spaniſh America *in the* North *Sea*.

IT would undoubtedly be too long, and an unprofitable Attempt to enter into an exact detail of all the Maritime Towns, where any Trade is carried on, in this Part of the *Spaniſh* Dominions; I ſhall therefore only deſcribe thoſe Places, which ſerve as Staples, or publick Storehouſes, and where the Flota, Galleons and Regiſter Ships come to deliver their *European* Goods, and reload thoſe of *America*.

The Chief of theſe Cities in the *North* Sea, are *Porto Bello* for *Peru* and *Caſtile d'Or*, or *New Caſtile*; *Carthagena*, for *New Granada*, and Part of *Guatimala*; *Vera Cruz*, for all *Mexico*; *Porto Cavallo*, for the *Honduras*, and the other Part of *Guatimala*; *Maracaibo* for *Venezuela*, and the neighbouring Provinces; *Buenos Ayres*, for *Paraguai* and *Chili*; and ſome others of leſs Conſequence.

Porto Bello is no ancient City, having been built in 1584, to ſerve as a Retreat for the Galleons, inſtead of *Nombre de Dios*, ſeated leſs advantageouſly, and where bad Air expoſed both the *Europeans* and *American* Merchants to many Diſorders, when their Traffick called them to meet at this unhealthful Place; though the former is but ſmall, and almoſt as unwholeſome as the other. It is here that the Fair is held, for a Month or ſix Week, the Time the Galleons ſtay, when the principal Dealers return to *Panama*, where they reſide all the reſt of the Year. The Concourſe is ſo great at *Porto Bello*, during the Fair, that the ſmalleſt Shop often lets for a thouſand, and a middling Chamber for an hundred and twenty Dollars, only for the ſmall Space it laſts; Proviſions alſo augment proportionably, and commonly two thouſand Mules are employed in bringing the Goods from *Panama*, and returning with thoſe from *Europe*, the Diſtance between the two Places being about eighteen or twenty Leagues; the chief of what they bring from *Panama* on the ſaid two thouſand Mules, is Gold and Silver, which is delivered

vered at the Place of the Fair, and after being there weighed and marked by the proper Officers, is thrown by with ſo much Neglect, till embarked, in the Corner of ſome Warehouſes, as Pigs of Lead are, in the Countries where they abound.

I have already mentioned under the Article of the *Spaniſh* Trade what Commodities were proper for the *Weſt-Indies*, and ſhall now add that the Returns from *Porto Bello*, are in the aforeſaid precious Metals, Indigo, Cochineal, Cacao (now brought only by the *Caraccas*, or *Guipuſcoa* Company) Sugar, Tobacco, Hides, *&c.* The King's Revenues (being one-fifth of all Gold and Silver) are generally ſent home by the Galleons, as well as what appertains to Particulars, and which is delivered theſe latter at *Cadiz*, after Payment of ſuch Duties as the King thinks proper to impoſe.

Carthagena is one of the four Provinces of *New Caſtile*, whoſe Capital (with the ſame Name) is ſeated on the *North* Sea, though very diſtant from *Porto Bello*, to which it is hardly inferior for its Trade, and greatly exceeds it in Grandeur, Populouſneſs and Riches. It is one of the beſt Ports in the New World, and therefore made uſe of by the Galleons for Wintering, when they are obliged to paſs that Seaſon in theſe Parts, and where they often call on other Occaſions; beſides which, this Place maintains a great Trade, with almoſt all the Provinces of *Mexico* and *Peru*, and no ſmall contraband one with *Jamaica* and *Curacoa*. It is here alſo, that the Revenues of his Catholick Majeſty, and the Effects of Particulars, are brought from *New Caſtile*, and the other three Provinces of that Kindom, to be ſent home by the Galleons; theſe Commodities are Gold, Silver, Drugs, Medicinal Plants, Spices, and all others mentioned to be ſhipped from *Porto Bello*, beſides ſome Emeralds from the Mines, near the City of *St. Fe de Bogatta*.

Vera Cruz, called alſo *St. John de Ulhua*, from the Name of its Port, is ſituated at the Bottom of the Gulph of *Mexico*, in the Nook formed by the *Yucatan*; and is in ſome manner a City of the greateſt Trade in all the *Spaniſh America*, either on the one, or the other Sea; its Merchants ſending their Ships in all the Northern Ocean, and to the Iſles of *Cuba* and *St. Domingo*, to *Jucatan*, *Porto Bello*, *Carthagena*, and all other *Spaniſh* Places where any Trade is carried on: And though ſo extenſive a Traffick might ſuffice to enrich a much larger City than this, it is however the leaſt Object of its Inhabitants Commerce, as it is here (if I may be allowed the Expreſſion) that all the Riches of the Old and New World unite; thoſe of the firſt brought annually in from the *Manillas*, and *Eaſt-Indies*, by the Way of *Acapulco*; and from *Europe* by the Flota; and the Products of the latter, collected here from all Parts of *Mexico*, to be forwarded to *Old Spain*. The Number of the Inhabitants is not very conſiderable, as they hardly exceed three thouſand, but theſe are all Merchants, or Factors to thoſe of *Mexico*, among which are many who have three or four hundred thouſand Dollars to employ.

The Fair begins on the Flota's Arrival, and laſts as long as it ſtays here, when the Concourſe is very great; and in caſe its Detention is all the Winter (which ſometimes happens) this is the Place it remains at; though it generally loads in *April*, and departs in *May*, if Weather permits; if not, continues here till *Auguſt*, according as Winds and other Circumſtances are favourable, or otherwiſe.

Porto Cavallo is the Place where all the Trade carried on between *Spain* and the *North* Sea with *Guatamala* (a large Province of *Mexico* in the *South* Sea) is tranſacted. Its Inhabitants are almoſt all Factors to the Merchants of *Guatamala*, and their Houſes Magazines for the Reception of their Goods, being a Port of greater Commerce, than any in the Gulph of *Honduras*, at whoſe Bottom it is ſeated, pretty near to *Rio-Dulce*, called alſo the River of *Guatamala*. The *Spaniſh* Ship that brings the *European* Merchandize here, is one of the Regiſters, commonly of ſeven or eight hundred Tuns Burthen, loaded, as I have formerly mentioned, with Iron, Steel, Paper (for writing and print) Linens, fine Cloths, Silks, Saffron, Oil, Serges, Ribbons, Thread, and ſome ſmall Hard Wares, Merceries, and Glaſs Beads for the *Indians*.

The Goods which come from *Guatamala*, are Gold, Silver, Cochineal, Indigo, Hides, Sarſaparilla, Jalap, Mechoacam, Cotton, Balm, a Specie of Petrole Oil, *&c.*

Maracaibo is the Name of a great Lake, at the Extremity of the Bay of *Venezuela*, as alſo of the principal Town that the *Spaniards* have on it; which though but ſmall, is well built in the modern Taſte; it has a moſt excellent Harbour, and its Merchants are ſo rich, as to build, fit out, and load their own Veſſels, for all Parts of *America*, and ſend them even to *Spain*. This City has the Privilege of a yearly Regiſter Ship to load the Products of the Country, and bring thoſe from *Europe* fit for this Market. It is alſo the Depoſitory for the Goods from *Merida*, and ſome other Places on the Frontiers of *New Granada*, and *Venezuela*, eighteen (or as others will have it) forty Leagues from *Gibraltar*, a large Town on the Lake, where the chief Merchants of *Maracaibo* have their Eſtates. It is from *Merida* that all the Gold, Silver, and precious Stones, are brought to *Maracaibo*; and from *Gibraltar*, the beſt Tobacco, and the moſt

moſt excellent Cacao, that all the Continent of *America* produces.

The Commodities proper for the Bay of *Venezuela*, and the Lake of *Maracaiba*, are Linens, Silks, Wines, Tools for Agriculture, ſome Hard Ware, and ſmall Mercery, and many other of thoſe I have formerly mentioned.

Buenos Ayres, ſituated on the thirty-fifth Degree of South Latitude, is built on the Southern Bank of the great River of *Plate*, on the Declivity of a little Hill, at the Mouth of a ſmall River, falling into the great one. It contains near four thouſand Houſes, all Earth, except fifty Brick; its Inhabitants are rich, and owe their Riches to the great Trade they drive, both at home and abroad.

Its inland Trade is with *Paraguay*, *Chili* and *Peru*; and the foreign one, firſt, with *Brazil*, where the Merchants ſend their Ships, although they will admit no *Portugueſe* into their Ports. Secondly, with the *Spaniards* of *Europe*, who load ſeveral Regiſter Ships, to bring here all ſuch Goods, as I have mentioned to be fit for *Porto Bello*. Thirdly, with the *Engliſh*, when the *Aſſiento* Trade ſubſiſted; and fourthly, here come Veſſels from ſeveral Parts of *Spaniſh America*.

The chief Commodities exported from *Buenos Ayres*, are Hides (of which vaſt Quantities are ſhipped here) Cochineal in ſmall Cakes, and *Vigonean* Wool, both from *Peru*, *Coquimbo* Copper, Paraguay Herb, Tobacco, Loaf and Muſcovado Sugar, Cotton Thread, yellow Wax, and what elſe the Cities of *Paraguay* and *las Corrientes*, produce; in truck of which the Inhabitants of thoſe two Places take Knives, Sciſſars, Ribbons, Taffeties, Linens of *Bretagne*, flowered dittos of *Rouen*, Silk Stockings, *Engliſh* coloured Flannels, grey Caſtor Hats, Silk Stuffs, Cloths, and *Peru* or *Quito* Flannels, as no Caſh ever comes from, or goes to either of the ſaid Cities.

The Bay of *Campeche*, and the Coaſt of *Caraccas*, ought alſo to have a Place among the trading ones of *Spaniſh America* in the North Sea, as the firſt abounds with the Dying Wood, ſo much eſteemed in *Europe* for Blacks, and Violets. The City of *Campeche*, which is the Capital of the Country, is ſeated in twenty-nine Degrees of Latitude, and the only one that there is. from Cape *Catoche* to *Vera Cruz*. The Goods extracted from hence, beſides the aforeſaid Woods, are Timber for Building, Wax, Sugar, Caſſia, Sarſaparilla and Hides.

The *Caracca* Coaſt is fruitful in that ſort of Nut, wherewith Chocolate is made, and though it ſeems a long Chain of of Mountains, yet it has many Vallies where the Inhabitants of *Caracca* (Capital of the Country) maintain their Slaves to cultivate the ſaid Nut Trees, which produce the Cacao leſs in Size, than what is gathered in other Parts, yet this is eſteemed the beſt in Quality of all that *America* yields.

This Coaſt affords little Trade beſides this Fruit, though here are ſome Hides and Silver, but theſe are contraband Commodities; and the Goods moſt vendible here, are ſeveral ſorts of Linens from *Europe*, and Calicoes from *India*, Brandy, Earthen Ware, and ſeveral other Manufactures of *England*, *France* and *Holland*.

Of the Commerce of the Spaniſh American *Coaſts in the* South *Sea*.

THAT Part of the Ocean, entered from the *North* Sea, by the Streights of *Magellan*, *Maire*, and *Bowers*, and which waſhes the Meridional Coaſts of *America*, from the ſaid Streights to the Iſle of *California*, is called the *South* Sea; it is alſo called the *Red* Sea, *Pacifick* Sea, the Sea of *California*, and the Sea of *Jeſſo*; but this is only when a Part is to be ſpecified, the Name of the *South* Sea comprehending the whole, when ſpeaking in general.

The principal Cities which the *Spaniards* poſſeſs on theſe Coaſts, and where they carry on the greateſt Trade, going up them from *Chili* to *New Spain*, are *Baldivia*, the *Conception*, *Valparaiſo*, *Arica*, *Lima*, and *Callao* its Port, *Panama*, *Acapulo*, and *La Navidad*; beſides which principal Places, here are a Multiplicity of ſmall Ports between them, that either ſerve for loading Places to ſome inland Cities, or for carrying on a Coaſting Trade, with the Products of each particular Diſtrict; the chief of which are, *Auroca*, *Lavelia*, *Guiarme*, *Paita*, *Rio-Tomba*, *Selaques*, the *Trinity*, *St. Michael*, *Tomaco*, *Sanſonnat*, *Sagno*, *Naſca*, *Piſca*, *Pachacama*, *Barbacoa*, *Tecoantepeque*, *Nicoya*, *Chiricito*, and ſome others.

Baldivia, *la Conception*, and *Valparaiſo*, are ſituated on the Coaſt of *Chili*, and it is in theſe Ports, that all the Trade of this Kingdom with that of *Peru* is tranſacted, as the Way by Land, although ſhorter, is both more difficult and dangerous. on Account of the Mountains to be croſſed, which are almoſt all deſart, and ſo difficult of Acceſs by the extreme Cold always reigning here, that there are but few Merchants who care to run the Hazard of them; and the other Road by the Deſert of *Datacama*, notwithſtanding it is the ſhorteſt, is not leſs difficult through the Want of freſh Water.

Baldivia is the firſt City found on the Coaſt, after paſſing the Streights of *Magellan*, and is ſeated two Leagues from the Sea in the fortieth Degree of Latitude, between the Branches of two Rivers, who at their Mouth form one of the fineſt and ſecureſt

cureſt Ports on all this Coaſt. The Gold Mines, which are not very diſtant, and more abundant and rich than any other of *Chili*, rendered it formerly very famous; but the Revolt of the *Arauco Indians*, who invaded and took it in 1599, and whom the *Spaniards* have not been able to ſubdue ſince, has greatly diminiſhed its Reputation and Trade, although theſe latter are re-eſtabliſhed here, and maintain a Garriſon of two hundred Men. Its principal Trade by Sea is to *Lima*, the Capital of *Peru*, where they yearly ſend eight or ten Veſſels of four or five hundred Tuns, loaden with all the Products of the Country, among which are Beef and Goat's Skins, Tallow, Salt Meat, and Wheat. And the Returns made by theſe Ships are in Wines, Sugar, Cacao, Spiceries, and all ſorts of *European* Merchandize, that arrive from *Porto Bello* to *Lima*, by Way of *Panama*. Its inland Commerce is to *St. Jago*, Capital of *Chili*, through which it receives from *Buenos Ayres* the various Commodities mentioned in treating of the Trade of that famous City.

La Conception, reckoned the ſecond City of *Chili*, (counting *Baldivia* for the third, and *St. Jago* for the firſt) is ſeventy Leagues from this laſt, and ſixty from the other. Its Port, in form of a Horſeſhoe, and from thence called by the *Spaniards Herradura*, is five Leagues from the City, to which light Veſſels go up by the River *Andalien* which croſſes it. The Mines of *Quilacoya*, and *Quilacura*, are only four Leagues diſtant, and the principal waſhing Places of the Kingdom much about the ſame; it is here, that on ſeparating the Earth from the Metal by this Lotion, that thoſe Lumps of Gold are diſcovered, which are of the greateſt Purity, and ſo much enrich their fortunate Finders; and which, as well as all that is extracted from the Mines, is carried to the Mint at *St. Jago*, to pay the King's one fifth, which is ſent with the reſt of the Royal Revenue to *Lima*. The Natives breed a great Quantity of large Cattle and Goats, the Skins of which laſt they make into Cordovans, and ſend theſe with the other Hides to *Lima*, from whence by *Panama* and the *River Chagre*, they are tranſported to the North Sea. The other Commodities in which they trade, being much the ſame as thoſe of *Balvidia*, with the Exception of Wool and Cloth, and other Stuffs made in the Country, and the Ships which the Inhabitants ſend yearly to *Peru*, between ten or twelve, bring with little Difference the ſame Returns, as thoſe of the other aforeſaid City do.

Valparaiſo is ſeated in a Bay of the ſame Name, at the Mouth of the River *Topocalma*, and ſerves as the Port to *St. Jago*, the Capital of *Chili*, built on the ſame River, fifteen Leagues from the Sea. This Port is one of the ſafeſt and moſt commodious of thoſe on the South Coaſt, and is where all the King's Revenue of *Chili* is embarked for *Peru*, as alſo the Effects of Particulars deſtined for the North Sea, conſiſting eſpecially in Gold, drawn from the Mines near *Baldivia* and the *Conception*, or thoſe of *Tiſtil*, which are between *Valparaiſo* and *St. Jago*. There are alſo carried to *Lima* Turquoiſes, which are found in an excellent Rock, opened in the Valley of *Copiapo*, in the Northern Part of *Chili*.

Quintero, and *Coquimbo*, are alſo two Maritime Cities of *Chili*, where ſome Buſineſs is tranſacted, eſpecially at this laſt, in whoſe Neighbourhood is a Copper Mine, producing Metal with which all the Artillery of *Peru* and *Chili* are caſt.

Arica, although it is the leaſt conſiderable City of *Peru*, for the Number of its Inhabitants, and Beauty of its Buildings, there is ſcarcely any Place, which in ſo ſmall a Time, tranſacts ſo rich a Commerce, its Warehouſes being for fifteen Days, the Depoſitories of all the Treaſures from *Potoſi*; and the Silver Fleet, which yearly ſails with the King's Revenue, and the Mines Produce for *Lima*, to be afterwards forwarded by the Way of *Panama* to *Porto Bello*, in the North Sea, for the Galleons. This Treaſure is brought from *Potoſi* to *Arica* in *March*; and in *June* the *Lima* Ships come to load it. The City is ſituated in eighteen Degrees forty Minutes of Latitude, ſeventy Leagues from the City of *Potoſi*, to which it however ſerves for a loading Place, as beforementioned.

The Merchandizes which are brought from *Lima*, and other Ports of *Peru* to *Arica* for *Potoſi*, are *European* Cloths and Serges, with others from *Quito*, where the beſt Woollen Manufactures are of all *Peru*. Gold, Silver, Silk and Cotton Stuffs; theſe here made in the Country, and the others coming from *Spain* by the Galleons, Flour, Wheat, Mays, (or *Indian* Wheat) Acicoca, (an Herb ſerving inſtead of Paraguay) *Ariquipa* Wines, the beſt of *Peru*, where the King of *Spain* permits the planting Vineyards, Oil, Olives, Butter, Cheeſe, Sugar, Salt, Quickſilver, Sweatmeats, Syrups, and all ſorts of Hard Ware, and Iron Utenſils for the Service of the Houſe and Mines; all which are paid for in the latter's Argentine Produce; as the City of *Potoſi* (called alſo an Imperial City) being ſeated in a Country ſo barren and unfruitful, would furniſh nothing to Trade, if its Mountains did not cover thoſe inexhauſtible Silver Mines they do.

It is alſo owing to the Richneſs of its Mines, that this City is the fineſt, moſt populous, and abundant in all things, of any one in *Peru*; its Inhabitants amount

amounting to more than ſixty thouſand (among which are at leaſt ten thouſand *Spaniards*), and its Markets, Warehouſes, and Shops, are ever full of all ſorts of Fruits, Sweatmeats, Wines, Stuffs, Jewels, *European* and *Indian* Curioſities, with an infinitude of other Merchandize and Wares, to gratify both the Taſte and Sight, ſubſerving as well to Pleaſure and Uſe as Ornament, although (as has been ſaid) none of theſe things grow, or are the natural Products of the Country.

Lima, called alſo by the *Spaniards Ciudad de los Reyes*, is the Capital of *Peru*, and ſeated two Leagues from the South Sea, being a Place of the greateſt Trade in all this Part of *America*. The Riches of *Peru* and *Chili* are brought here from the Ports of *La Conception* and *Arica*, where they are collected; and the greateſt Part of the Goods that arrive from *Europe* at *Porto Bello*, and *La Vera Cruz*, are alſo brought here from the one by the Ships of *Panama*, and from the others by thoſe of *Acapulco*. The Inland Commerce of this City is not leſs than its foreign one; and if it maintains this latter with all the Places on the South Sea Coaſts, from *Chili* to *New Spain*, its home Traffick is equally extenſive, as it does not only ſpread to all the Provinces that compoſe the Empire of *Peru*, but to all the other Kingdoms of Southern *America*, even to *Buenos Ayres* and *Carthagena* on the North Sea.

The Trade of *Lima* is carried on, partly by *Spaniards*, and partly by *Indians*, theſe latter having more Liberty here, than in any other Place of the King of *Spain*'s Dominions, on Payment only of a ſmall Tribute twice a Year. It is theſe that do all the ſervile Work, and are the ſole Mechanicks and Huſbandmen, the *Spaniards* thinking it beneath them to ſtoop to ſuch Offices, and only engage in the more valuable Branches of Trade, ſuch as Gold and Silver, Silks, *European* Cloths, &c. with which, and indeed with every other Conveniency of Life, this City is ſo well ſupplied, as would induce a Belief, that this Plenty could only be the Product of the Country. The Gold comes here from *Chili*, *New-Caſtile*, *Cuſco*, and ſome other Provinces of *Peru*. The Silver from the Mines of *Potoſi*, and thoſe of *Oruco*, *Tarapaca*, and *Chocolocora*; and the Quickſilver from *Europe* and *Juancabeluca*, forty Leagues from *Lima*. They get the Country Stuffs from *Quito*, and from the Mountain Towns, which are in the Neighbourhood of their Capital. The Wines are brought them from *Arequipa*, *Yca*, *Piſca*, and *Naſca*. As the Cattle are from *Xaura*, *Cuſco*, *Caneto*, and *Guemangua*. The Sugars, Sweatmeats, Syrups, and Preſerves, are made at *Jamanga*, and *Guara*. The Wheat, Flour and Mays, come from this ſame Place, *Varancas*, and the Villages near to *Lima*: Dry Fiſh from *Paita*; Carpenter's Wood from *Guayaquill*, though cut on the ſide of *Gallo*, near to it; and Salt from the Ponds of *Guara*, &c. Oil, and Olives from almoſt all the Ports of the Coaſts between *Arica* and *Lima*.

Pearls are brought from the Pearl Iſlands in the South Sea, and Part from *Panama*, of the Fiſhery of *Rancherie* (alſo formerly of *Margarita*) in the North Sea; and precious Stones are found in many Rocks, Mines and Rivers of *Peru*.

All the Gold and Silver Mines are ſo rich and abundant, that, as it is aſſerted, the King of *Spain* has in leſs than fifty Years received for his one-fifth, of only thoſe of *Potoſi*, one hundred and eleven Millions of Dollars.

Calao (as beforementioned) the Port to *Lima*, is two Leagues from the City, ſpacious and very ſecure, without Rocks, or Shallows. It has two Channels, the one for large Ships, on doubling the Iſle of *Lobos* that covers it; and the other for Barks, or ſmall Veſſels, by a Streight between the Continent and the Iſland. The City lies along the Bank, and all its Inhabitants (above two thouſand) are either *Lima* Factors, Carriers, Sailors, or Inn-keepers, as its Buildings are Warehouſes for the Reception and Depoſit of the Goods that arrive from *Acapulco*, *Panama*, *Arica*, and the *Conception*, or Inns to accommodate the Merchants who arrive from all Parts, when the Fleets come here to load or diſcharge Two Fleets, both called the ſame, Plate Fleets, are annually fitted out in this Port, the one for *Arica*, and the other afterwards for *Panama*. The firſt fails towards the End of *February*, and after having loaded the Silver of the *Potoſian* Mines, returns to *Lima* in about a Month, or by the Beginning of *April*, near the ſame Time that the Veſſels from *Valparaiſo* bring here the Revenues of *Chili*. As ſoon as this Fleet is returned and the *Chili* Veſſels are arrived, they unload the Goods, to wait a proper Seaſon for the Voyage to *Panama*; the leaſt valuable are put in Warehouſes, and the Gold and Silver, with what elſe is precious, ſent to *Lima* in Carts, or on Beaſts of Burthen, with which the Road from *Calao* to that City, is near full during the whole Year, more eſpecially in the three or four Months of the Fleet's Arrival and Departure. Alſo in the Months of *March* and *April* there arrive at *Lima* by Land Gold, Silver, and the Merchandizes of all the Provinces of *Peru*, that are deſtined for *Porto Bello*, and which muſt be ready for the Sailing of the *Panama* Fleet.

The

The Departure of this ſecond Fleet is always at the beginning of *May*; and it is commonly two-thirds bigger or ſtronger, both in Merchant Ships and Men of War than the other; becauſe, beſides the Riches of *Potoſi*, which the Fleet of *Arica* only brought, that for *Panama* carries alſo all the Revenues of the King and Particulars Effects from *Chili*, *Peru*, and a great many of the other Kingdoms of *South America*. And it is by Return of this Fleet, that all the Goods deſtined for *Peru* and *Chili* are brought; and from thence ſent either by Sea or Land to the Places they are conſigned to.

Beſide the Fleets beforementioned, there is yearly equipped at *Calao* a Twenty-Gun Ship for *Acapulco*, a famous Port in *New-Spain*, by which the *Spaniards* of *Mexico* maintain a great Trade with the *Philippines*, and receive a large Quantity of Goods from *India* and *China*. This Veſſel arrives at *Acapulco* a little before *Chriſtmas*, and carries there Cacao, Dollars, and Quickſilver; in Return of which ſhe brings back Spice, Silks, Chints, Callicoes, and a few other *Indian* Commodities; tho' this Trade is prohibited to all others but thoſe concerned in the ſaid Ship; the Court of *Spain* having interdicted it to all the reſt of *Peru*, under very ſevere Penalties, for fear of hurting that which *South America* carries on with *Spain* by way of *Panama* and *Porto Bello*.

The chief Places with which the *Spaniards* maintain a regular Commerce, on this vaſt Extent of Coaſts, are *Leon*, *Guayaquil*, *Truxillo*, *Leſparſo*, *Lavillia*, *Nicoya*, *Chiriquita*, *Paita*, *Sagna*, *Naſca*, *Piſca*, and *Pachacama*, of which the firſt produces Sugar, Cattle, Hides, Pitch, Roſin, and excellent Cordage, beſides Plenty of Timber for Ships, whereof more are built here than at any Place in the South Sea, except that I am juſt going to make mention of.

Guayaquil, in the Province of *Quito*, whoſe Products are Gold, precious Stones, Cacao, Green Hides, Tallow, Sarſaparilla, Woollen Stuffs of the Country Make, Saltpetre, Brimſtone, and Wood, worked up in the Ship-yards of this Place; it alſo produces Cacao in ſuch Plenty, that there is hardly a Year in which thirty thouſand Bales (of eighty-one Pounds each) are not ſhipped off, and ſometimes the Quantity is doubled. The Goods imported here from *Lima*, are Wine, Oil, Spice, and other *European* Commodities.

Truxillo, is ſix Leagues from the South Sea, having a Port called *Guanchaco*, the moſt difficult to enter, and the moſt unſafe of any on the Coaſt. Its chief Trade conſiſts in Wheat, Flour, Wine, Sugar, Sweatmeats, eſpecially Quince Marmelade in Caſks, Cattle, Horſes, Mules, *&c.*

Leſparſo, is ſituated in the Bay of *Caldaria*, two Leagues from the Sea, it is the Port to *Carthage*, a City of South *America*, in the Province of *Quimbaia*, twenty-four Leagues diſtant from it, and formerly had a good Trade, but it is now reduced to ſome Sugar, Hides, and Proviſions, for *Lima*.

Panama: Of all the Cities I have hitherto treated, that trade with *Lima*, none have ſupplied it with other Commodities than thoſe of their own Growth and Manufactures except *Acapulco*; but a quite different Commerce is tranſacted from *Panama*. Before this City was taken, pillaged and burnt in 1673, by Sir *Henry Morgan*, it was ſeated on the Shore of the South Sea, at nine Degrees of North Latitude; but the new one is built at four Leagues diſtance from the Ruins; more magnificent, better fortified, and with a greater Number of Inhabitants. It gives Name to a large Bay in which it is built, and to the Iſthmus, that ſeparating the two Seas joins the Meridional to the Septentrional *America*, and is equally famous for its Land Trade with *Porto Bello*, on the North Sea, and its Maritime Negociations with *Lima* on the South Sea, collecting in its Warehouſes all the Goods that the Galleons bring from *Europe*, as well as all the Riches of *Chili* and *Peru*, which come by the Plate Fleet; and although it at all Times carries on a very conſiderable Commerce, and has its Road always filled with a great Number of Veſſels; it is nevertheleſs, on the Plate Fleet's Arrival, and with the Goods by the Galleons, that the greateſt Concourſe of Merchants meet here, and the Trade is moſt flouriſhing, being then that the Fair is held, which attracts both the Nobility and Commonality of the Neighbourhood to aſſemble, and encreaſe the Throng.

As ſoon as the Galleons touch at *Carthagena*, (where they remain ſome time before they proceed to *Porto Bello*) a Courier is diſpatched to *Lima*, and on the Receipt of this Advice, the Viceroy orders the Plate Fleet aforementioned to be loaded and diſpatched, under Convoy of four or five Men of War; whilſt the Preſident of *Panama* on his Part, directs the providing Mules for the Carriage of a Part of the Treaſure by Land, and Barks for the Conveyance of the Remainder by the River *Chagre* to *Porto Bello*, that no time may be loſt, as the Galleons only remain there about a Month, during which time, every Negociation muſt be tranſacted. It is computed that the King's Effects loaded on the Galleons, commonly amount to three Millions of Pieces of Eight, in a common Year, and that the Merchants regiſtered Effects are three or four Times as much, *extra* of what is ſhipped clandeſtinely. All the Galleons muſt be ready to ſail the thirtieth Day after Arrival, otherwiſe they run a Riſque of being left behind; however, the

Admiral commonly grants an Addition of eight Days, which is of great Relief to the Merchants, and nothing diſadvantageous to himſelf, as this Benefit is always procured by the Intervention of a conſiderable Preſent. The Goods proper for this Voyage, have been already deſcribed in the Article of the *Spaniſh* Trade, ſo I ſhall only add here, that all Iron Inſtruments, ſuch as Hoes, Axes, Hatchets, Anvils, *&c.* Spice, Wine, Oil, Laces, and Gold and Silver Stuffs, are likewiſe proper Objects of this Trade.

The Maritime Towns, where (next to *Lima*) the Merchants of *Panama* carry on their Trade, are *Lavillia*, which furniſhes it with Hogs, Poultry, Salt Beef, and Syrups; *Paita* (or rather *Piura*, to which the other is the Port) from whence are exported Wine, Oil, Flour, Sugar, Soap, and Goat Skins, made into Cordovans; *Realejo* yielding Brandy, Sugar, Oil, Flour, and Wine; *Galio*, *Tomago*, and *Chiloe*, three Iſlands producing yearly a large Quantity of Timber and Boards; *Piſca*, fruitful in excellent Vineyards: *Truxillo*, abundant in Wheat Flour, and Sugar; *Oicoya*, where are Plenty of Shipwrights and Yards, as alſo a Quantity of Cattle, Hides, Wheat, and Red Wood, or Nicaragua. There are alſo ſome *Panama* Barks, which go yearly to fiſh for Pearls at the Iſle of *Gorgona*; this being the only Place where they are found in the South Sea; thoſe called the *Pearl* Iſlands, within twelves Leagues of *Panama*, now producing none.

Tecoantepeque, *La Trinidad*, *Vatulco*, and *Realejo*, are Places alſo on this Coaſt between *Panama* and *Acapulco*, which ſerve for Ports, where all the Traffick of *Guatimala*, *Leon*, *Quaxaca*, *Nicaragua*, and ſome other Provinces of *New Spain* is tranſacted, which conſiſts in Cacao, Vanillas, Achiolt or Rocou (a dying Herb) Indigo, Cochineal, Hides, Wheat, Mays, Wool, Sugar, Cotton, Salt, Honey, Caſſia, Wax, and in ſome other of the Products of *Mexico*.

Acapulco is next to the Port of *Tecoantepeque*, and ſeated ſeventeen Degrees North of the Line. It is the Weſtern Port to the City of *Mexico*, as *Vera Cruz* is the Northern; and the principal Places of its Trade, are *Peru*, the *Philippines*, and the Coaſts neareſt to *Mexico*; the Commerce of which latter is entirely negociated thro' the laſt four mentioned Places, and ſome other ſmall Harbours, where the Merchants of *Acapulco* ſend their Goods on light Veſſels, to extract Proviſions and Refreſhments, although they receive large Parcels by Land on Mules, particularly Flour, Chocolate, ſmall Cheeſe, Salt Meat, and all Sorts of ſuch Proviſions, for which they have daily a Market; and the Cattle they want come the ſame Way. I have alſo treated of the Trade between *Acapulco* and *Peru*; and though that between the Northern and Southern *America* is open and free, yet the Inhabitants of this City make but little uſe of it, their Commerce being only extended to the Places on the Coaſt, ſo that what is tranſacted between this and the *Manillas*, is what gives it Reputation, and which is carried on, in only two Ships of eight hundred or a thouſand Tuns each; whereof one is always in loading at the *Philippines*, and ſails on its Return, as ſoon as its Twin Veſſel arrives, a Convoy being aſſigned them, of a twenty-eight Gun Ship, and they mounting forty each. Their Cargo from *Acapulco*, conſiſts partly of *European* Merchandize, brought to *Mexico* from *La Vera Cruz*, and partly of the Products of *New Spain*, both ſent to the South Sea on Mules. The Reloading back is compoſed of whatſoever *Aſia* produces, that is either rich or valuable, even Pearls, precious Stones, and Gold Duſt, with which theſe Ships are ſo fully ſtowed, as to render their between Deck Guns unſerviceable in Caſe of an Attack.

Of the Trade of French America.

I Shall begin with the Iſles which the *French* poſſeſs in this Part of the World, and firſt with the *Antilles*, of which this Nation are Maſters of nine out of the twenty-eight they are in all, and ſhared that of *St. Chriſtophers* with the *Engliſh*, till the Treaty of *Utrecht* in 1713, gave it wholly to the latter.

Martinico is the chief of them, and next to it *Guadaloupe*, then come *La Deſiderada*, *Maria Galanta*, *Granada*, *St. Lucia*, and *St. Bartholomew*, and the ſmalleſt are *St. Martin* and *St. Croix*. Above two hundred Ships are employed in the Trade of theſe Iſlands, and it is not uncommon to ſee eighty Merchantment loading at *Martinico* together. Tobacco was formerly the Staple Commodity here, but the Cultivation of that Plant has been long neglected for Sugar, more eſpecially at *Martinico*, which alone is ſuppoſed now to yield in a common Year, between five and ſix Millions of Pounds Weight; *Guadaloupe* near four; *Maria Galanta* from five to ſix hundred thouſand Pounds; *Grenada* and *St. Croix*, four or five hundred thouſand between both: The other Iſles only grow Tobacco, and ſome only Pulſe and Greens, which turn to good Account at the two firſt mentioned; though beſides theſe Commodities, the Iſlands produce among them Indigo, Cacao, Rocou, Cotton, Ginger, Caſſia, Guinea Pepper, ſome medicinal Gums, Hides, Tortoiſeſhell, Dying Woods, *&c.* The Commodities ſent there from *France*, are every Neceſſary for Proviſions and Clothing, Houſhold Furniture,

niture, and Tools for various Uſes, eſpecially for Agriculture.

St. Domingo, divided as I formerly mentioned between the *Spaniards* and *French*, carries on a very conſiderable Trade, of which the chief Places aſſigned the latter are, *La Grande Ance*, *Leogane*, *La Grande Terra*, *Port de Paz*, *Port Margot*, *Lancon Louiſa*, *Trou Charles Morin*, *Lemodada*, *Cape Francois*, and the *Little Goare*. Beſides this Diſtribution of *St. Domingo*, the *French* poſſeſs the ſmall Iſle of *Tortuga*, (about three-fourths of a League from the other) and the Products of both are Tobacco, Sugar, Indigo, Ginger, Rocou, Cotton, Cacao, Hides, Brazilletto, yellow Sanders, Fuſtick, Cedar, Grenadillo, and ſome other Woods for the Dyers or Cabinet Makers Uſe. The Ships Cargoes proper for theſe Iſles, are much the ſame as thoſe for the *Antilles*, excepting the Salt Meat, which is not here wanted, *St. Domingo* having it in ſo great Plenty, as even to ſupply the other Iſles with large Quantities: Here are about four thouſand Families eſtabliſhed in the whole Settlement, which are more than double thoſe of the *Spaniards*, though theſe latter are near a Century more ancient here than the others. On the Continent of North *America*, the *French* poſſeſs *Canada* and *Louiſiana*, called alſo *Miſſiſippi*; and in the Southern *America*, *Cayenne*, and ſome other Habitations on the River *Surinam*. They have been ſometimes alſo Maſters of *Nova Scotia* (as formerly hinted) and they were once ſo of *Newfoundland*; but theſe having been ceded to the *Engliſh* by Treaties, I ſhall only remark here, that with Reſpect to the latter, the *French* are, in Conſequence of the thirteenth Article of that of *Utrecht* in 1713, permitted during the Fiſhing Seaſon to build themſelves Stages and Huts, and whatever elſe is neceſſary for curing and drying their Fiſh, though this Privilege only to extend from Cape *Bona Viſta*, to the Northern Extremity of the Iſle, and from thence Weſterly to Cape *Riche*; but they are to build no Houſes, much leſs Fortifications, nay, are not ſo much as to anchor here, only in the aforeſaid Seaſon.

Canada, or *New France*, which ſome eſteem to be half as big as *Europe*, extends from the thirty-ninth to the ſixty-fifth Degree of Latitude; that is, from the Lake *Errie* to the North of *Hudſon*'s Bay; and in Longitude from two hundred eighty-four to three hundred thirty-ſix Degrees, *viz.* from the River *Miſſiſſipi*, to Cape *Raſe* in *Newfoundland*.

The great River of *St. Lawrence*, which is above twenty-two Leagues wide at its Entrance, and whoſe Source is yet unknown, although ſome *French* have gone up it above eight hundred Leagues, forms five or ſix great Lakes in its Courſe, of which one is ſo large as to merit the Name of a Sea, rather than ſome Bodies of Water to which it is given. Thoſe Lakes that are moſt commodious for carrying the Trade to the ſeveral Nations inhabiting their Borders, or for them to viſit the *French* even to *Quebec* their Capital, are the Lakes of *Frontenac*, *Errie*, or *Conti*, that of the *Hurons*, the *Upper Lake*, and the Lake of *Lenemipigon*. At the Entrance of the Mouth of the River *St. Laurence* lies the Iſle of *Anticoſtie*, where is a *French* Settlement, who trade in Seal Skins and ſever other Sorts, with the *Montagnes* and *Papinaches*, trucking Fire Arms and Ammunition againſt them. It is reckoned that the *French* in *Canada* are upwards of two hundred thouſand, ſome rich, and moſt very eaſy in their Circumſtances. Here are few Cities; this Title being only given to *Quebec*, which for Richneſs and Beauty may vie with many conſiderable ones in *Old France*, *Montreal*, *Trois Rivieres*, and to two ſmall ones, or rather Towns, though their Inhabitants do not carry on an inferior Trade, or are leſs rich than thoſe of *Quebec*; the Strength of this *French* Colony conſiſts in the great Number of Habitations, ſeated on both Sides the River, from *Quebec* to *Montreal*, which not being further diſtant from each other than a Muſket Shot, compoſe a Sort of large Villages more than fifty Leagues in Length. Here are alſo Houſes in ſome Iſlands of the River, of which thoſe in the Iſle of *Orleans*, a League and a Half from *Quebec*, are in as much Repute as any, it being ſeven Leagues long by three broad and very fertile, more eſpecially in Wheat.

A Part of the Trade of *Canada* conſiſts in Grain and Pulſe of all Sorts, gathered in the Grounds of the aforementioned Inhabitants, and in Lumber from the Places newly cleared, which is not only ſufficient for the Conſumption of the Country, but affords a ſuperfluous Quantity that is yearly ſent to their Iſlands, thereby employing many Ships, which return here loaded with Sugar, Tobacco, and other ſimilar Commodities not cultivated on the Continent.

It is however Skins, eſpecially Caſtor, which is the chief Object of Trade of theſe Colonies, and is entirely in the *Indians* Hands, of which there are in *Canada* at leaſt forty different Nations continually at War with one another; the *Iroquois*, which are compoſed of five ſmall Nations, are the fierceſt and braveſt of them all, equally dreaded by the *Europeans* and Natives; theſe are in Amity with the *Engliſh*, who ſupply them with Goods, and take off their hunting Spoils in exchange: Others are Friends to the *French*, and ſome have embraced Chriſtianity, and live in the Heart of the *French* Settlements, which

Converts

Converts are the *Hurons* and the *Abenakis*, all dwelling near *Quebeck:* This City, *Montreal*, *Trois Rivieres*, *Tadouſas*, *Richelieu*, and *Chambli*, are the principal Places where the *Indians* come to trade; and the Commodities they bring are only Skins of various Sorts, which they truck (as no Money ever intervenes in this Commerce) againſt Fire-Arms, Ammunition, Hatchets, Knives, Kettles, Hooks, Flints and Steels, thin blue Serge Cloaks, Shirts, Worſted ſhort coarſe Stockings, Brazil Tobacco, Thread for Nets, and ſewing Ditto of ſeveral Colours; Glaſs Beads, a few Iron Arrow Heads; ſome Sabres, a little Soap, with ſome Pins and Needles.

Louiſiana, or *Miſſiſipi*, is the vaſt Extent of a Country of more than one hundred and eighty Leagues, lying in North *America*, between *Canada*, *Carolina*, *Mexico*, and the Ocean. It is in theſe newly diſcovered Lands, that the famous Colony is eſtabliſhed, which after the Year 1717 engroſſed the Attention of all *Europe*, and ſet the major Part of it a madding after their Example, to the Ruin of many thouſand Families; however, I ſhall here conſider it in its preſent Situation, and give an Account of the real Trade that is here ſubſiſting; diſregardleſs of the chimerical and ideal Advantages, ſome of its moſt ſanguine Adventurers at firſt propoſed from it. The chief Settlement of this Colony, or more properly ſpeaking the Capital of all the Country, and Center of its Commerce, is the City to which the Name of *New Orleans* was given, to preſerve the Memorial of the Regency of that Prince, under whoſe Protection and Auſpices it was founded. Its Situation is on the Side of a River, near enough the Sea to have the Conveniency and Facility of load and unloading the Ships that import, and at a ſufficient Diſtance to avoid its bad Air and Neighbourhood, when irritated. The Trade carried on here is much the ſame as at *Canada*, and ſome *Indians* have aſſured the *French*, that high up in the Country are found Mines of Gold, Silver, Copper, Iron, and Steel; of which two laſt Metals, Mr. *Savary* ſays, there were never any Samples ſeen in *America*, though with Submiſſion to his better Judgment, I muſt contradict this Aſſertion, as there is Plenty of Iron in *New England*, and *Nova Scotia*, and may probably alſo be in ſome other of our *Weſt Indian* Plantations. Theſe Mines are however yet undiſcovered, but the true Riches of the Country, conſiſt in that great Quantity of Cattle with which the Plains and Foreſts of *Louiſiana* are filled, *viz.* Horſes, Aſſes, Bulls, Cows, Sheep, Goats and Hogs, of which the *Indians* make a great Slaughter in their Excurſions, and bring both Fleſh and Skins to the Colony, and there Exchange them for Trifles. The Supplies from *France*, proper for this Colony, are the ſame as has been directed for *Canada* and the Iſlands; with the Exception, that to what the Country produces towards the Support of its Inhabitants, muſt be added, ſome Flour, Corn, Rice, Pulſe, and all that can contribute to ſuſtain ſo numerous a Colony; and the Merchandizes fit for the Trade with the *Indians*, are coarſe Woollen Blankets, ſerving for Cloaths, *Limbourg* Cloths, white and red, and Cloaks ready made of them; ordinary Hats, Knives, Hatchets and Pickaxes, ſmall Mirrors, Glaſs Beads and Vermillion.

The Ports, Poſts, and Eſtabliſhments which the *French* at preſent occupy are ſixteen, *viz.* the Iſle *Aux Vaiſſeaux*, *Biloxi* (or Fort *Louis*) *New Orleans*, *Manchac*, *Natches*, *Natchitoches*, *Taſous*, *Illinois*, *Ouabache*, *Iſle Dauphine*, *Fort de Conde*, *Alibamons*, the Bay of *St. Bernard*, the River *Aux Cannes*, *Padoucas*, and *Miſſoures*. This Country produces Rice, Indigo, Cotton, Tar, Pitch, but moſtly Tobacco.

Cape Breton, or *Louiſbourgh*, is a ſtill younger Colony than the laſt mentioned, as the *French* only ſettled here in 1714, after *Newfoundland* was yielded to the *Engliſh* by the Treaty of *Utrecht*, as was before obſerved; it lies in 45 Degrees of Latitude, ten Leagues from Cape *Campſeaux*, and may have about eighty Leagues Circumference, comprehending the pretty Iſle of *St. Mary* that is near it. The great Iſle is almoſt cut in two by a Gulph, or large Space of the Sea, called *Labrador*, which only leaves about 800 Paces of Land, by which the two Peninſulas that compoſe it are joined. In the Iſle are Mines of Coal (from whence the *Antilles* are partly ſupplied) ſome Quarries of various fine Marble, Firs, Pines, and Oaks, for marine Fabrication and Uſes. The Coaſts in general are unwholſome, and the Channel between the two Iſles is very dangerous; here are, however, many good Ports, as that of the Whale *Engliſh* Harbour, *Spaniſh* River, and *St. Anne*'s Harbour, where Ships may ride in Safety: The beſt of all is this laſt, called now the Port of *Toulouſe*, where Ships of 3 or 400 Tons may at all Times enter, and which would contain above a thouſand Sail, abounding in Salmon and Mackrel. The beſt Places for the Cod Fiſhery, which is the principal and almoſt the only Object of this Colony's Trade, are the *Iſle Verte*, and *Michaux*, that are three Leagues from the Port of *St. Peter*; and *Engliſh* Harbour, which is ten. The Fiſh alſo falls kindly in *le Fourillon*, behind *Cape Breton*, as it does at *Niganiche*, and the *northern* Cape; theſe laſt Places are not, however, very ſerviceable, as the firſt will at moſt hold but three Ships, and the other only one.

The Iſles of *St. John*, are one large, and ſeveral ſmall ones in the great Bay of *St. Lawrence*, where Cod in the Seaſon is always very plenty, and the Fiſh taken full as large as that caught at *Newfoundland*, and on the great Bank.

Cayenne is the only Settlement the *French* have in *South America*, except ſome Habitations that it poſſeſſes on the Coaſt of *Surinam*, and the River of *Amazons*, which form a Sort of Government of more than a hundred Leagues.

The Iſle of *Cayenne* that gives Name to this Government, and takes it from a River whoſe two Branches ſeparate it from the *Terra firma*, lies in the Latitude of four Degrees forty Minutes a hundred Leagues from the great River of the *Amazons*. It is ſeventeen Leagues in Circuit, of which five are bathed by the Sea, and the reſt by the two Branches of the River aforeſaid: And has been ſucceſſively poſſeſt by the *Engliſh*, *French*, and *Dutch*, though the *French* have finally remained Maſters of it ever ſince 1677. Its chief Products are Sugar, Rocou, Indigo, Cotton, and Vannillas; and the Commodities ſent here from *France*, are principally Flour, Wine, Brandy, Linens, Stuffs, Quickſilver, hard Ware, and above all, Salt Meat; the Inhabitants, excluſive of the Soldiers and Slaves, are about twelve or fifteen hundred Men, ſpread in the different Habitations abovementioned, of which the chief, compoſing a ſmall Town of two hundred Houſes, with three hundred and fifty Whites, is below *Fort Louis*, where the Warehouſes are kept.

Commerce of the Portugueſe America.

THIS Nation's Poſſeſſions in *America* have been many Year's ſince reduced to the *Braſil* only, though this is a Part of the new World, ſo vaſtly extenſive, fertile, and rich, that they have no room to complain of their preſent Share. This Country reaches from the *Amazan* River, to that of *Plate*, and has its Coaſts curved into a Semi-Circle of about twelve hundred Leagues Extent, though the *Portugueſe* do not occupy the whole, having no Habitations beyond *Rio Janeiro*, which is two hundred Leagues from the River of *Plate*, its ſouthern Boundary. The inland Country is yet unknown, as the *Portugueſe* have never penetrated it above eighty Leagues, by Reaſon thoſe vaſt Regions which ſeparate it from *Peru*, are inhabited by innumerable Nations of *Indians*, who loving Liberty, diſpute the Acquiſition of their Lands, Inch by Inch, as they regard foreign Settlement, only as Uſurpations. The *Portugueſe* have divided their Eſtabliſhment into fourteen Captainſhips, or Commanderies, *viz. Tamaraca*, *Bahia de todos los Santos*, *Pernambuco*, *Paras*, *Maragban*, *Ciara*, *Rio Grande*, *Paraiba*, *Ceregippe*, *Los Iſleos*, *Porto Seguro*, *Spirito Sancto*, *Rio Janeiro*, and *St. Vincent*; of whoſe Commerce I ſhould now treat; but having already done it in the Section of the Trade of *Portugal* (p. 589.) any further mention here would be ſuperfluous.

I might here alſo very properly add, an Account of the Trade which ſome other northern Powers carry on in *America*, but having as yet given no Deſcription of their *European* Commerce, I ſhall join them both together, by reciting the general Traffick of each particular Potentate, and begin firſt with the *Dutch*.

Of the Trade of Holland.

NOTHING gives a greater or more magnificent Idea of this Commerce, than the flouriſhing Condition it has always ſupported the States in, notwithſtanding the many long and expenſive Wars it has for a Century paſt been ſo frequently engaged in. Three Things more eſpecially ſupport this immenſe Trade, the one is the great Credit of the Bank at *Amſterdam*, whoſe Treaſure is ſuppoſed by ſome to be three thouſand Tuns of Gold (of one hundred thouſand Guilders each;) the ſecond Thing ſo advantageous to the Trade of *Holland*, is the incredible Number of Ships, continually going out and coming in. And the third, is the Safety with which this Trade, is carried on, by the Government's Protection in Time of War, or when any Cruizers or Pirates make it neceſſary. And though this Commerce is ſo vaſtly extenſive, it is kept up by a People, whoſe Country contributes hardly any Products towards it, as the *Dutch* have nothing more of their own than ſome Butter, Cheeſe, Earthen Ware, and ſome few other Trifles that they can ſpare; very little Wheat growing in *Holland*, and no Wine at all; the few Sheep here, have a Wool coarſe and harſh; the Land produces very little Flax, or Hemp, one of its beſt Qualities being its Propriety (in ſeveral Parts) for Fuel, ſo that the Inhabitants (for want of other) are reduced to the Neceſſity of burning the Earth that bears them; but its fat Paſtures nouriſh great Herds of Cattle, producing the prodigious Quantity of Milk, that ſuffices for the daily Want of a People peculiarly fond of a lacteal Diet, and for making Abundance of Butter and Cheeſe, of which they eat more than any Nation in the World. Their Manufactures are many, and very conſiderable, though almoſt all the Materials for them are brought from abroad; I have already mentioned the Particulars of their Trade with

us, *France*, *Spain*, *Portugal*, and *Italy*, and blended it with that of the other *Europeans* on the Coaſts of *Barbary*, *Africk*, and in *Aſia*; I ſhall therefore only add here, the State of it with their Septentional Neighbours. The Trade carried on neareſt home, and the moſt convenient for the Safety of the concerned, is that which they maintain with a Part of *Germany*, by means of the Rivers, running through the Country, or on the Borders of it; ſuch as the *Rhine*, and *Maeſe*, which bathe their States; the *Weſer*, *Ems* and *Elbe*, not very diſtant from the *German* Ocean. The Traffick of the *Rhine*, (and with it, that of the *Moſelle* and *Main*, which encreaſe the former's Waters in its Courſe) is very conſiderable. *Cologne* is properly the Center of the Commerce carried on here, and the Merchandize of *Lorraine*, and the Archbiſhoprick of *Treves* are collected; ſuch as Wood, Iron Bars, Cannons, and Bullets of the ſame Metal. It is likewiſe by the *Rhine*, that the Products of *Mentz* and *Franconia* (waſhed by the River *Main*) are conveyed to, and ſold in the celebrated Fairs held twice a Year at *Franckfort* or *Nuremberg*: the *Rhine* alſo ſerves the *Dutch* in bringing them the Flax, Threads and Linens from the Dutchies of *Juliers* and *Berges*.

The *Maeſe* facilites the Trade of *Holland* with *Leige* on that River, as it does that of *Aix-la-Chapelle*, not very diſtant; and of which almoſt all the Trade is tranſacted in the firſt of theſe two Cities. The Extracts from *Leige* are Serges, Slates, Coal, Lead, Iron, Bullets, and Braziery made at *Aix-la-Chapelle*, &c. The *Weſer*, which has its Source in the Mountains of *Turinge*, waters one Part of the *Lower Germany*, and after having paſſed through the Country of *Heſſe* and *Brunſwick*, falls into the *Germanick* Ocean. *Bremen*, ſeated fifteen Leagues from its Mouth in the Peninſula that it forms with the *Ems*, is the Depoſite of all the Merchandiſe of thoſe Parts; and it is in this City that the *Dutch* buy up the Carpentry Wood, Cheeſe, Wools, ſeveral Metals, and Beer, that are brought here from *Lower Saxony*, *Heſſe*, *Brunſwick*, &c. *Embden*, Capital of *Eaſt Frieſland*, at the Mouth of the *Ems*, is the Staple of all the Commerce of that Part of *Germany* which traverſes this River. The City is governed by its Magiſtrates, and the *Dutch*, their Allies (or one may ſay their Maſters, by the great Credit they have there) draw hence all the Merchandiſe of *Weſtphalia*, and eſpecially of the Biſhopricks of *Paderborn* and *Munſter*, which conſiſt principally in Timber, Cloths, Wools and Linens; it is alſo from thence that thoſe Hams come, ſo generally eſteemed in *Europe*; *Eaſt Frieſland* alſo furniſhes *Holland* with Cattle and Horns. In fine, the Trade of the *Elbe* is one of the moſt conſiderable that the *Dutch* tranſact in the *Germanick* Sea. This famous River has its Source in *Bohemia*, towards the Frontiers of *Sileſia*; from thence traverſing many rich Provinces, and among them the States of *Saxe*, *Brandenburgh*, and *Brunſwick*, paſſes to *Hamburgh* (the City which for its Trade has merited the Appellation of the *Amſterdam* of the North) from whence in about twenty Leagues it falls into the Sea, ſwelled by all the Rivers of *Bohemia*, *Saxe*, *&c*, that it has received during ſo long a Courſe.

The *Dutch* commonly tranſact the Buſineſs of *Lower Germany* at *Hamburgh*, though they often go up to *Harbourgh* and *Magdebourgh* for Wine and Wood, buying in thoſe Parts even entire Foreſts which they fell, and fill large Magazines with this Commodity, to be in Readineſs when they want, or think proper to vend or utter it. The Goods that the *Dutch* carry to *Germany* by the five Rivers aforeſaid, are Silk and Woollen Manufactures, Mercery, Spice, Drugs, Dying Woods, Sugar, Cheeſe, Herrings, Copper and Ribbons.

Anvers, *Bruſſels* and *Malines*, furniſh the *Dutch* with Thread and thoſe Laces, bearing this latter's Name; *Ghent* and *Bruges* with Linen, Hemp and Baſons; *Bruſſels* and *Oudenarde* with Tapeſtry; and *Liſle* (Capital of *French Flanders*) with Cambricks, Laces, and Baracans; the Returns are made in Woollen and Silk Stuffs, Drugs, Spice, *&c*.

The Traffick of the *North* and *Baltick* is one of the moſt important that the *Dutch* carry on; in other Branches of Trade, it ſeems as if they only worked for the other Parts of *Europe*; but in this almoſt all regard themſelves; and it is from thence that they fetch the Grain which ſupports them, and the things neceſſary to their Navigation; without which neither the State, nor Particulars, could ſubſiſt.

Although *Sweden*, *Denmark*, and ſome other States, ſeated on the *Baltick* Sea, are comprehended under the general Word North, yet *Norway*, *Archangel*, and ſome of the moſt Septentrional Provinces of *Ruſſia* and *Denmark*, merit more particularly this Title, and it is with theſe that I ſhall commence the general Northern Trade.

Before the Year 1553, the Trade of *Muſcovy* was carried on by the Way of *Narva* and *Revel*, Cities of *Livonia* at the Bottom of the *Baltick* Sea; but the Port of *Archangel* having been diſcovered by the *Engliſh*, as noted at Page 476, all the Trade of this vaſt Empire was transferred thither, being much more convenient than any of the others, eſpecially on Account of the Paſſage of the *Sound*, which took away, or at leaſt reſtrained, the Freedom of the Trade of thoſe two

two Places; and there now ſail annually from the Ports of *Holland* (particularly from *Amſterdam*) near forty Ships for *Archangel*, from two to four hundred Tons, always divided in two Squadrons; the one only of five or ſix Sail, which departs in *June* and returns in *September*; and the other of thirty, or thirty-two Ships, whoſe ſailing is fixed in *July*, and its coming back by the End of *October*. Theſe two Squadrons have always a Convoy, even in the midſt of the profoundeſt Peace; and carry with them Silk and Woollen Stuffs, Linens, Caſtors (from *Canada*) Paper, Mercery, hard Ware; Cannons and other Arms, Powder, Brimſtone, Copper, Lead, Pewter, Brandy, Wine, Oil, Vinegar, Sweetmeats, dried Fruit, Saffron, Sugar, Spice, Pepper, Herrings, Incenſe, Copperas, White Lead, Indigo; Woods for dying the *Ruſſia* Hides; Laces, Gold and Silver Wire, and of this latter Metal in Specie.

The Trade to *Norway* employs yearly upwards of three hundred *Dutch* Veſſels from four to five hundred Tons, the greateſt Part from the Villages of *Friſe*, or thoſe in the Neighbourhood of *Amſterdam*. *Berghen*, the moſt conſiderable Port in the Kingdom of *Norway*, is where the *Dutch* drive their principal Trade, tho' they carry on ſome with *Drontheim*, *Copperwich*, and a few other Places, in Spice, Salt, *Spaniſh* Wine, Vinegar, Brandy, Cheeſe, roll'd Tobacco, and ſome Clothes. And as Timber for Ship Building is what the *Flemings* moſtly bring back, they have made ſeveral Treaties from Time to Time with the Kings of *Denmark* concerning Wood, *&c.*

The Commodities which the *Dutch* load in the *Baltick* being bulky, oblige them to employ a large Number of Ships (a thouſand to twelve hundred) yearly in this Trade, which they ſend leſs than half loaden, though they always return with an entire Cargo; and as the Ballance of Trade is in their Disfavour, by the Produce of the Goods ſent being inſufficient to pay for the Reloadings, they are always obliged to accompany theſe Voyages with a Parcel of Rixdollars, to make the Deficiency good. The Commodities proper for *Sweden* and *Denmark*, are Spice, Drugs, *Portugal* and *Spaniſh* Salt (thoſe from *France* not being in ſo much Eſteem here) Sugar, Wine, Brandy, Linen, with Silk and Woollen Stuffs. For *Pomerania*, Cloth, Wine, Cheeſe, Salt, Tobacco, Spice, Iron, Lead, Pewter, and old Rixdollars. For *Dantzick*, a Quantity of Silks of all Sorts and Faſhions, a great many Clothes; dying Woods, ſcraped or ground; Madder, large Parcels of Spice, Drugs; *Italian* Cremor Tartari, Sugar, Oil, Paper; diverſe Sorts of Wine, Brandy, and *French* Salt (fit only for *Pruſſia*). In fine, they ſend to *Riga*, *Revel*, *Narva*, and *Pernau* (Cities of *Livonia*) Salt, Spice, Sugar, Tobacco, *French* Glaſs, and above all, a Quantity of old Rixdollars, with which they pay for the Goods not only of this Province belonging to *Sweden*, but alſo thoſe that are tranſported here, from *Muſcovy*, *Poland*, and *Lithuania*.

Their Whale Fiſhery is very advantageous, occaſioning a yearly Employ of near two hundred and fifty Ships, with between four and five thouſand Men; but that of the Herrings ſo infinitely exceeds it, as almoſt to ſurpaſs the Degree of Compariſon, above twenty thouſand Men, and three thouſand Buſſes, find an annual Occupation in it; and it is aſſerted, that they take and ſell more than 300,000 Tons, one Year with another, which at two hundred Guilders *per* Ton (as a *Dutch* Author computes them) amounts to ſixty Millions, from which muſt be deducted near twenty-three Millions, for the Charges of Outſets, *&c.* and there remains net Profit 37000000 of Guilders, or about 3400000 *l.* Sterling.

Altho' the *Dutch* have no great Settlements in the *Weſt-Indies*, ſince they were obliged to quit the Conqueſts they had made on the *Portugueſe*, they notwithſtanding carry on a very conſiderable Trade there; which is not a little augmented by the contraband Commerce, for which their Colony at *Curacao* adminiſters them frequent Opportunities. *Surinam*, *Approwacq*, *Berbice*, and *Boron*, ſeated in *South America*; *Bonnaire*, *Aruba*, and *Curacoa*, among the *Soto-vento*, or *Leeward Iſlands*; and *Saba*, *St. Euſtacia*, *Tabago*, and the Moiety of *St. Martin*, four of the ſmalleſt *Antilles*, are the only Colonies the *Dutch* poſſeſs at preſent in the *Weſt-Indies*.

The four Colonies of *Terra Firma* take their Name from four Rivers of the Province of *Guiana*, along which they are eſtabliſhed. Sugar, which grows here in Abundance is the principal Object of their Trade, though they alſo cultivate Indigo, Tobacco, Ginger, and Cotton. The Merchants of *Amſterdam* carry on the greateſt Part of this Trade, and have their Warehouſes here always well filled with all ſuch Sorts of Goods as the *Europeans* uſually ſend to *America*.

Of the four *Antilles* where the *Dutch* are eſtabliſhed, neither of them is very conſiderable; *Tabago*, the biggeſt of them, not having thirty Leagues in Circumference; *St. Euſtacia* is next, and *Saba* the ſmalleſt; theſe two laſt are little better than Rocks, tho' the few Inhabitants reſiding here, have found ſufficient Earth diſtributed to raiſe a Support, and ſome Tobacco for Exportation; this is a Commodity common to them all; but *Tabago* produces, beſides Sugar, Ginger, Indigo, Cotton, Caſſia, Cacao, wild

Nutmegs, and Mace. Of *St. Martin* (the laſt of the aforeſaid Iſles) the *Dutch* only poſſeſs half, the *French* occupying the reſt; its Tobacco and Salt Ponds are its only Riches, and make all its Commerce, of which the laſt lie in the *Flemiſh* Territories, tho' the *French* have alſo the Uſe of them.

The *Dutch* have ſeveral trading Companies eſtabliſhed in *Holland*, ſuch as the *Eaſt* and *Weſt Indian*, that of *Surinam*, the *North*, the *Levant*, the *Baltick*, and the *Nova Zembla* and *Greenland* fiſhing Companies, all of conſiderable Advantage both to the State and Particulars.

Tho' however rich the Trade of theſe are, or whatever elſe is tranſacted by private Merchants with the other three Parts of the World, it is certain, that *That* which their *Eaſt-India* Company has carried on in all the Kingdoms of *Aſia*, for little more than a Century paſt, is of a much greater Conſequence, and infinitely ſurpaſſes it, both in Profit and Reputation. But as I have already given an Account of it, in my Deſcription of *Aſia*, I ſhall here cloſe my Narrative of this Nation's commercial Tranſactions.

Concerning the Trade of the North, *and the* Baltick *Sea.*

THERE is comprehended under this Name, not only what is encloſed within the Compaſs of this Sea, but alſo ſome Cities ſeated on the Rivers which fall into the *Germanick* Ocean that are near: And all that are more Northwardly, as *Norway*; *Daniſh*, *Swediſh*, or *Muſcovitiſh Lapland*; *Archangel*, *Boronday*, *Siberia*, *Groenland*, and *Nova Zembla*.

Hamburgh, an Imperial and Hanſiatick City, is the moſt conſiderable of all of them, ſituated on the *German* Ocean. Here is carried on, not only the whole Trade of the *Elbe*, but it is alſo by means of its Merchants, that the greateſt Part of the Remiſſes are made and Bills negociated, with all the Cities of the North; an Advantage that it only ſhares with *Amſterdam*.

This famous Hanſiatick City is more than twenty Leagues from the *Elbe*'s Mouth, tho' Ships go up this River within two or three Leagues of it, and are there obliged to lighten, being barred a nearer Approach by a Bank of Sand, with a whole Cargo. The Goods proper for this Place, are ſome *French* Salt, White Wine, to the amount of ſix or ſeven thouſand Barrels yearly, and of Brandy about four thouſand, a little Vinegar, Cloths, wrought Silks, Spice, Drugs, Mercery, Prunes, and other dry Fruits, with a large Quantity of Paper. And the Goods exported from thence are Grain, Wood for Ship-building, Pipe Staves, Lattin and white Iron Wire made in *Saxony*, and all ſorts of Copper Pots and Kettles. Here are alſo found the many various Species of Goods that the *North* and *Baltick* produce, though not ſo cheap, being at ſecond Hand. It carries on a Trade with *France* and *Spain* in its own Shipping, though much more in foreign Bottoms, and its Engagements with *Holland*, *&c.* are already ſpoke to. I have alſo deſcribed its Bank, (*p.* 278.) and ſhould now ſay ſomething about its Coin, that has occaſioned ſuch Embroils between this State and the Crown of *Denmark*; but a nice Deduction of the Motives to, and Particulars of theſe Diſputes, would be too prolix for the Space I have left, and a curtailed Account muſt be unſatiſfactory; I ſhall therefore excuſe adding any thing on the Subject.

Bremen on the *Weſer* is in good Repute for its Trade, tho' much inferior to *Hamburgh*. Large loaden Veſſels can only go within four Leagues of the City, and ſmaller ones to the Diſtance of a League and a Half. The Imports are much the ſame here as at the laſt mentioned Place, except *French* Salt, of which none is conſum'd. The Wood extracted from hence is the beſt in the North, but it is likewiſe the deareſt; and here is alſo exported Wheat, Wool, ſome Metals and *Brunſwick* Mum, to which that of *Bremen* is nothing inferior.

Denmark, *Sweden*, *Muſcovy*, *Poland*, *Courland*, and ſome Provinces of *Lower Germany*, environ on all Sides this Part of the Ocean that forms a Sort of great Gulf, named the *Baltick Sea*, which can only be entered by two Paſſages, the one called the *Belt*, difficult and dangerous, and the other the *Sound*, of which the King of *Denmark* is Maſter, by poſſeſſing the Fortreſs of *Kronenbourg*, near *Elſeneur*.

This Sea has a large Number of excellent Ports or Cities at but a little Diſtance, where a great Commerce is carried on; the principal of which are *Lubeck*, *Copenhagen*, *Elſeneur*, *Stockholm*, *Roſtock*, *Stralſund*, *Stetin*, *Colberg*, *Dantzick*, *Elbing*, *Konigsberg*, *Riga*, *Revel*, *Pernau*, *Narva*, and *Viſbourg*, from which Places and Sea, more Goods are in general exported than imported, excepting at *Dantžick*, where the Conſumption is very great; this famous City being as a Magazine of all Neceſſaries to *Poland*.

Lubeck, an imperial City, and at the Head of the *Hans* Towns, ſeated in *Lower Saxony*, on the River *Traves*, which at ten Leagues from thence falls into the *Baltick* Sea, has a better Trade than *Bremen*, but a great deal worſe than *Hamburgh*. Here may ſell yearly two thouſand Laſts of *French* Salt, which the Natives refine, four thouſand Barrels, or a thouſand Tun of Wine, as many hundred Barrels of Brandy, and one hundred and fifty of Vinegar; Paper alſo finds a good

good Sale here; and the *French* beſides ſend Sugar, Mercery and ſome Silks; the *Engliſh* and *Dutch* bring their Cloths, dying Drugs and Pepper, to which theſe latter add Nutmegs, Mace and Cinnamon. The Goods exported are Hemp, Flax, Ruſſia Hides, from *Muſcovy*, Iron wrought and unwrought, particularly Ships Anchors, Wood, Grain and Wools. Loaden Merchant Ships can only go to *Travemunde*, a ſmall Village, three Leagues diſtant from the City, where they are obliged to lighten to the Draft of eight Feet Water, in which Condition they may ſwim up quite to *Lubeck*.

Of the Trade of Denmark.

THE Port of *Copenhagen*, Capital of the Kingdom, is not only the fineſt in the *Baltick*, but one of the moſt convenient and ſafe in all *Europe*; it is alſo here that the chief Trade of *Denmark* is tranſacted, tho' ſome Buſineſs is likewiſe done at *Elſinor*, but neither at the one nor the other any thing in compariſon with the Negociations of the reſt of this Sea. The Goods that ſell beſt in *Denmark*, are *Spaniſh* and *Portugal* Salt, (except their Conſumption has been affected by the Mine diſcovered at *Oldefloe* in 1730) *French* Wines and Brandies, Paper, Gold and Silver Stuffs, Silks, *Engliſh* and *Dutch* Woollens, Spice, Medicinal Drugs and Pepper. Tallow, Hemp, Cod, Stockfiſh, Wheat from the little Iſle of *Zeeland*, and Rye from *Zelande*, are almoſt all the Merchandiſes ſhipped from hence, the Extraction of Carpenters Wood being excepted. The *Dutch* alſo tranſport from the Country of *Jutland*, a Quantity of lean horned Cattle yearly, which they fatten in their Paſtures, and reap therefrom a conſiderable Advantage.

After *Copenhagen*, the moſt trading Cities of *Denmark* are, *Uſted*, *Chriſtianſtadt*, *Carelſcroon*, *Salſbourgh*, *Carelſhaven*, and particularly *Elſinore*, or *Elſeneur*, from which the Extracts are, ſome ſmall Maſts, Deal Boards, Tar, Tallow, Beeves and Goat Skins. The major Part of which Trade, and indeed that tranſacted with all the Places in this Kingdom except the Cpital, is by way of Barter, or the Intervention of Rix Dollars, brought here by the Dealers for that Purpoſe.

The other Iſles next to *Zeeland*, or *Siæland*, in which *Copenhagen* ſtands, are *Funen*, *Laland*, *Langeland*, *Falſter*, *Mune*, *Samſoe*, *Arroe*, *Bornholm*, and *Amack*; of which the firſt is nothing inferior to the principal Iſland, either in Extent or Goodneſs: It abounds in Wheat, Hogs, Lakes and Wood, tho' it produces nothing for Tranſportation but Horſes, the Fruits being all conſumed at home.

Laland yields abundance of all Sorts of Corn, eſpecially Wheat, from whence the Metropolis and other Parts of the Kingdom are ſupplied, beſides which the *Dutch* export a good deal yearly.

Falſter, *Langeland* and *Mune*, are numbered among the fertile Iſlands, and the two firſt yield ſome Grain for an annual Tranſportation. *Arroe* and *Alſen* abound in Anniſeeds, with which the Natives ordinarily uſe to ſeaſon their Victuals, and even mix it with their Bread. *Bornholm*, *Samſoe*, and the other Iſles breed Cattle, and produce a Sufficiency of Corn for the Inhabitants, but that of *Amack* deſerves to be examined apart. This little Iſland is very near to *Copenhagen*, form whence it is ſeparated only by a ſmall Arm of the Sea, which is paſſed by a Drawbridge, and this Spot is the moſt fruitful of any other Territory in *Denmark*: It was many Years ago given to ſome *Hollanders*, tranſported here to manage the Dairy, in making Butter and Cheeſe for the Court; they had great Privileges granted them, of which they enjoy ſome to this Day, but others have been curtailed, and 'tis to be feared that by little and little they will come to be placed on the footing of other Subjects; the Induſtry and Diligence of the Inhabitants of this Iſle, have made it, as one may ſay, the Kitchen Garden of *Copenhagen*, and nothing in the whole Kingdom is to be found of the Sort that exceeds what this produces and has growing here.

Jutland makes the greateſt Part of *Denmark*; it is a fertile Country, abounding more eſpecially in Cattle, but defective in good Ports on the Side of the Ocean; nevertheleſs this does not hinder the *Dutch* from making an annual Extraction of a large Quantity of meagre Cattle, as has been before mentioned. The Horſes and Hogs are excellent and very numerous, and the Corn ſufficient for the Inhabitants. The Land is moſt fruitful near the Sea Coaſts; and in a Word is the beſt that the King of *Denmark* has.

The Duchy of *Sleeſwick*, or South *Jutland*, is in general a very good Country; the Conveniency of its Situation between two Seas, the Ocean and the *Baltick*, gives it great Advantages for Trade, altho' the Conveniencies for Tranſportation are not many. It furniſhes its Neighbours with Wheat, Cattle, Horſes, and Fuel Wood, beſides what it retains for the Natives Uſe.

Holſtein is very abundant and very agreeable, it is perfectly well ſeated for Trade, like the preceding, between two Seas, and has beſides the Advantage to be near the *Elbe* and *Hamburgh*, which being a free City and conſequently rich, is of no ſmall Advantage to the Territories which the King and Duke of *Holſtein* have in its Neighbourhood.

Stormar and *Dithmar*, or *Ditmarſh*, are two Diſtricts neareſt the *Elbe*; this Country is for the moſt Part low and rich, of a fat Soil like many Places in *Holland*, and ſimilar to thoſe alſo in its Fertility and Embelliſhments; theſe Countries likewiſe are benefited by the Neighbourhood of *Hamburgh* and the River they lie near.

The Country of *Oldenburgh* abounds in Cattle, and raiſes a great Number of Coach Horſes, very much ſought after for their Colour, which is yellowiſh, though otherwiſe their Qualities are not extraordinary.

In general, though *Denmark* be of a great Extent, it notwithſtanding yields but in ſmall Quantities the Neceſſaries of Life, few Products for the Merchants, and till lately no Manufactures at all; but to remedy this long continued Neglect, and ſtir up the People to an Imitation of their induſtrious Neighbours, by an Ordinance of the King's, of the 28th *Nov.* 1727, all Merchants were prohibited to ſend to *Iceland* any other Cloths than thoſe made at *Copenhagen*. There are alſo eſtabliſhed ſome Fabricks of Linens at *Zwelck-Blanck*, and *Lubſch*, which are ſufficient to ſupply all the Provinces of the Kingdom, inſomuch that the Chamber of Finances and Trade, forbid by the King's Order in *September* 1728, the Entrance of foreign Linens. In a Council held *February* 1725, it was reſolved to raiſe a Tax or Impoſt on all the Cities both of *Denmark* and *Norway*, and to employ the Produce in eſtabliſhing a Fiſhery in *Greenland*.

The thirteenth of *January*, 1727, his Majeſty interdicted the Entry of any foreign Goods into the Kingdom by the Way of *Bremen* and *Lubeck*; and for a ſtill greater Encouragement to Trade, the King in *February*, 1730, publiſhed an Ordinance to lower the Duties on Entry of the Goods, that the Merchants his Subjects ſhould introduce directly from foreign Countries, which however ſhould not take Place on thoſe brought into the Kingdom by Strangers.

In *Auguſt* the ſame Year, an Edict was proclaimed, by which that Monarch enjoined all his trading Subjects, not to ſend any Ships to *Portugal* or *Spain*, with a leſs Force than eighteen Guns, and a proportionable Crew, to defend themſelves againſt the *Barbary* Corſairs, in caſe of Need. And in *January* 1631, *Chriſtian* VI. ſuppreſſed the Farm of the Cuſtoms on Wine, Brandy, Salt and Tobacco, permitting both the *Danes* and *Norwegians* to trade in them.

Concerning the Sound.

THE Paſſage, or Streights called the *Sundt*, or *Sound*, ſo famous in all the Northern Countries, is between the Iſle of *Siæland*, and the *Terra Firma* of *Scania*. On the *Swede*'s Side is the City of *Helſingburgh* with a ruined Caſtle, between which and *Elſinore* all the Ships who trade to the *Baltick*, paſs and repaſs, ſo that it may juſtly be ſaid, that after the Streights of *Gibraltar*, this is the moſt important and frequented one in *Europe*. The Loſs of the Province of *Schonen*, (which, with the three adjoining, were given to the *Swedes* by Treaty in 1658) was very conſiderable to the *Danes*, in regard to this celebrated Paſſage, as they were Maſters of the one, whilſt they continued Poſſeſſors of the other; it is true, that by Treaties, the Right they had is expreſsly reſerved to them, and in Virtue thereof they make all Ships pay the Impoſt at paſſing, excepting the *Swedes*, who were excuſed till 1720, when the Treaty of *Stockholm*, ſigned the 14th of *July*, between the Kings of *Denmark* and *Sweden*, reunited and confirmed the Sovereignty of the Toll, to the firſt of theſe Crowns for ever; to which the *Swede* Ships have always ſince ſubmitted, like thoſe of other Nations, yet they cannot judge their Right to be as firm and ſecure, as if they were Maſters of both Coaſts as formerly, for they may have the Title as formerly, but not the Power to ſupport their Claim, in caſe of any Diſagreement with the *Swede*, which whilſt they poſſeſſed the other Shore, was uncontroulable. The Cuſtoms have been various, according as Times, and the Intereſt of Princes have ſuited, and the levying them have given Birth to many Diſputes, too long to be recited here; however I ſhall juſt mention the ſuppoſed Origin of this Toll, which it is aſſerted, took Riſe from a general Conſent of Merchants trading to the *Baltick*, readily to contribute a ſmall Sum for the Raiſing and Support of ſome Lights on the Coaſt, to ſerve in dark and tempeſtuous Nights, as Guides to the diſconſolate Sailors: By this Means the Paſſage of the *Sound* ſoon became frequented, to the entire Neglect and Diſuſe of the *Great Belt*. But as many diſputed the Payment of the aforeſaid trifling Contribution; and nothing had been regulated to decide the Difference that ought to be made in the various Sizes and Burthens of the Ships ſubject to its Payments; the *Danes* began in Succeſſion of Time to conſtitute themſelves Maſters of the Affair, and to exact more or leſs, according to the Force

Force or Weakneſs of thoſe with whom they had to deal, or proportionably to their Situation with the Princes or States to which the Ships belonged; which induced the Emperor *Charles* V. to fix the Toll for his Subjects of the ſeventeen Provinces, by a Treaty concluded with the King of *Denmark*, and ſigned at *Spire* on the *Rhine*, at two Nobles, a Gold Coin valued ſix Shillings and eight Pence *Engliſh*, for each Ship of two hundred Tun, or under, on entring or coming out of the *Sound*, and for all Ships above two hundred Tun, three. This Treaty remained in Force, till the *Dutch* ſhook off the *Spaniſh* Yoke; but as their Contentions with that Crown, expoſed them to the Impoſitions of the *Danes*, theſe laſt taking Advantage of the Conjuncture, raiſed this Tax to an exceſſive Height, which Abuſe the *Dutch* had not the Leiſure to think of Redreſſing at a Juncture when their Wars and Troubles engaged their whole Attention; however, in the Year 1600, they combined with the *Lubeckers*, jointly to oppoſe ſo exorbitant a Duty, as was equally laid on their Subjects; from which Time the *Dutch* paid more or leſs, according to their good or bad Fortune; but in general they paid but little. *Denmark* and the *United Provinces* (as Sovereigns) made the firſt Treaty about this Toll, as Mr. *Savary* ſays, in 1647, by which they ſubmitted to pay a certain Sum for each Veſſel paſſing the *Sound*; and as this Treaty was only for forty Years, it conſequently expired in 1687, when a proviſional one was concluded according to the ſaid Author, for four Years longer, in the Expectation of adjuſting at Leiſure, a more durable and ſolemn Agreement; of the many Diſputes ſubſiſting between the contracting Powers about this and ſeveral other Affairs. Mr. *Jean Pierre Ricard*, in his Book entitled, *Le Negoce d'Amſterdam*, printed in 1722, ſays, (*p.* 435) that the abovementioned firſt Treaty, was concluded on the thirteenth of *Auguſt* 1645, and renewed for twenty Years the fifteenth of *June* 1701, with a Regulation what Ships, and all ſorts of Goods belonging to that Nation, are to pay *Sound* Duty. *La Martiniere* is alſo agreed in the Year, and adds, that it was likewiſe adjuſted by this Treaty, that the Subjects of the *United Provinces* ſhould pay Toll at the Rate of Four *per Cent.* on all Merchandizes, which with the Complaiſance of our King *James* I. in favour of the *Danes*, to the Prejudice of his own Subjects, out of Regard to the Princeſs of *Denmark* whom he had married, confirmed that King's uſurped Title, to what was otherwiſe precarious; and as Time and Treaties have now rendered it a ſort of Due, I ſhall conſider it in this Light, and give an Account of it, on the Footing it is at preſent.

The *Engliſh* Treaties with the Crown of *Denmark*, are founded on thoſe the *Dutch* have made with it; the firſt in 1667, but this ſpeaks nothing of the *Sound*, ſo the ſubſequent one in 1670, is that wherein the Conceſſion of the Paſſage Duty is made; it contains forty-two Articles, expreſſing, that a perfect Peace and Friendſhip ſhall commence and be eſtabliſhed between the two Crowns; of which neither ſhall conſent to any thing prejudicial to the other. That they ſhall not aſſiſt each others Enemies if Aggreſſors, but *England* to aſſiſt *Denmark* if invaded. Each Party to be comprehended in any Treaty made with others, and a Freedom of Trade to be carried on between the two Kingdoms; *Engliſh* not to come to prohibited Ports without Licence, or Streſs of Weather, nor the *Danes* to any of the *Britiſh* Colonies. *Danes* may import all Things of their own Growth or Manufacture, and ſuch as come from any Part of the River *Elbe*, into *England*, *Scotland*, and *Ireland*; and the *Engliſh* have the ſame Liberty for introducing all the Products of his *Britannick* Majeſty's Dominions into any Part of *Denmark* or *Norway*, except Ports prohibited; though in caſe any Strangers have hereafter Liberty to bring all ſorts of Goods into prohibited Ports, both Parties reſpectively ſhall have the ſame Privilege. Neither to pay any greater Duties than other Strangers, excepting the *Swedes* in *Denmark*. Both Nations have Leave to bring all Goods into their proper Storehouſes reſpectively, and neither Party obliged to come into any Port, where he is not bound, nor (being forced in) obliged to unlade or ſell any Part of his Goods. Though prohibited Timber be laden on an *Engliſh* Ship, ſhe ſhall not be ſearched after 'tis aboard, nor ſhall the Ship or any *Britiſh* Subject be arreſted or moleſted for it, *&c.* *Engliſh* Ships paſſing the *Sound* to have the Benefit of deferring Payment of the Cuſtom till their Return, on bringing with them Certificates under the Seal of the proper Officers, teſtifying that the Ships belong to *Britiſh* Subjects, and likewiſe that before their Paſſage they give Security to pay it at their Return, and if they ſhall not return, in three Months at fartheſt. Goods landed at *Elſinore*, with an Intention to tranſport them elſewhere, ſhall pay no Duties but what the *Dutch* or any other Strangers pay. *Britiſh* Ships and Subjects to be diſpatched immediately on their Arrival at *Elſinore*, without a Preference to any other Nation, except the Inhabitants of certain Places, who have anciently held a Privilege to that Purpoſe and ſtill do. The Subjects of either Prince dying in the other's Dominions, ſhall have his Eſtate preſerved for the Uſe of the right Heir, *&c.* The Subjects of either of the Confede-

Confederates may trade with the Enemies of the other, unleſs in beſieged Places, or with contraband Goods. A Merchant may freely reſide where he trades, and Duties only to be paid according to printed Tariffes. *Engliſh* Ships trading to *Norway* ſhall be re-meaſured, that that Commerce may be better regulated than hitherto. That the Freedom of Navigation during the War, which either Party may have with any other, may be obſerved, Paſſports and Certificates ſhall be given to the Allies Ships, and the Ships bearing ſuch Certificate ſhall not be ſearched on producing it. *Engliſh* Ships paſſing by *Gluckſtad*, and other Places ſubject to the King of *Denmark* on the *Elbe*, ſhall be free from all Cuſtoms and Search. Any Injury done to either Party's Subjects in the other's Territories, ſhall be puniſhed according to the Laws of the Country. No Ships, or Goods laden on Ships, belonging to either Party, ſhall be adjudged Prize, but by due Form of Law. Juſtice to be adminiſtered according to the Laws of each Country reſpectively. In caſe of Shipwreck, the Goods, *&c.* ſhall be preſerved for the Owners. Ships, Commanders of Ships, Goods, *&c.* not to be arreſted or ſeized, but for the Defence of the Kingdom, and in Caſes of Debt, Merchants, Mariners, *&c.* to have the Liberty of wearing, or carrying Arms. Ships ſteering the ſame Courſe, ſhall have the Benefit of each other's Convoys. Pirates ſhall not be protected by either Party. The Subjects of either Party ſhall have free Acceſs at all Times to each other's Ports, but Men of War not to exceed ſix in Number, except forced in, and then to give notice to the Magiſtrate. Neither Subjects ſhall take Letters of Mart from any Prince or State in War with the other. Ships taken in Port by a third Party ſhall be reſtored; and Seamen taken on board any Prize, that are Subjects of either Crown, ſhall be ſet free. If a Ship laden with prohibited Goods is taken, no Bulk ſhall be broken till an Inventory be made in the Admiralty. No Men of War to injure the Subjects of the other Prince; and in caſe they do, they ſhall not be liable to make Satisfaction, as it ſhall be adjudged on trial in the Courts of Admiralty, or by Commiſſioners appointed by the contracting Kings reſpectively. Sentence concerning Prizes ſhall be given according to Juſtice, and upon Complaint of any Sentence, the Cauſe ſhall be re-heard. No Goods ſhall be ſold before Sentence but by mutual Conſent, and to prevent periſhing. Conſuls to be appointed; no private Injury to break this Treaty, nor Repriſals to be granted, but upon Denial or Delay of Juſtice. The *Engliſh* to enjoy all Privileges enjoyed by any Strangers in *Denmark*, the *Swedes* only excepted. Former Treaties, not contrary to this, confirmed, and the Ratifications to be exchanged within three Months.

The aforementioned Treaty, made between the *Danes* and the *Dutch*, under the 15th of *June*, 1701, for twenty Years; and another between *Denmark* and *France*, dated at *Copenhagen*, the 23d of *Auguſt*, 1742, for fifteen Years, being much the ſame in Subſtance as the preceding with us, I omit giving the Particulars of them, for fear of incurring the Cenſure of Prolixity; but ſhall proceed to communicate the Rules for ſtriking to the Caſtle at *Cronenburg* near *Elſinore*.

I.

Ships from the North, as ſoon as they get the higheſt Church Spire (*N. B.* It is blown down, and the Steeple covered with Boards) and the northermoſt Steeple in *Cronenburgh* to bear in one S. W. and by W. muſt lower their Top Gallant or Top Sails, and continue ſo until they are paſt the Caſtle, and have the two northermoſt Steeples of *Cronenburgh* to bear in one W. and by N. then may again hoiſt them.

II.

Ships from the South muſt have lowered before they get the two North Steeples of *Cronenburgh* W. and by N. and continue ſo until the Church Spire and North Steeple of the Caſtle bear in one S. W. and by W. They who neglect in theſe two Articles may be fired at from the Caſtle.

III.

Such Ships as carry ſtanding or flying Top Gallant Sails, ſhall lower them down to the Cap, and if they have but one Top Gallant Sail, muſt at the ſame Time lower their Fore Top Sail half Maſt down; if no Top Gallant Sails, then both Top Sails half Maſt down. All Veſſels who have no Caps, muſt lower their Top Sails entirely down. Ships who have only low Sails are exempted from lowering.

IV.

Ships turning to Windward, with a Scant or little Wind, and the Current ſo ſtrong againſt them, that it would force them aſtern in caſe they lower, then it is not required, but on a Flag being hoiſted from the Caſtle, are excuſed, and may do their beſt.

V. In

V.

In caſe a Ship is fired at from the Caſtle, and the Maſter and People will make Oath that he lowered as in the firſt and ſecond Article, or could not do it to prevent driving aſtern by Wind or Current, he is free from paying the Shot; but if his People refuſe to take ſuch Oath, he muſt pay. If the Maſter fails without paying the Perſon who clears him at the Cuſtom-houſe, he muſt pay the Money when it is proved who the Maſter was: Charge one Guinea; to the Boat one Shilling.

The 9th of *April*, 1687, the King iſſued a Placart, ordering the following Fees to be taken at the Sound.

	Rixdollars.
To the Director of the Cuſtoms	½
To the four Chamberlains	1
To the Seal Preſſer, for ſtampt Paper, and his Trouble	½
To the Toll Inſpector for himſelf and three Boatmen	1

By another Placart of *June* 15, 1701.

	Rixdollars.
To the Director of the Cuſtoms	½
To the four Chamberlains	1
To the Seal Preſſer, for ſtampt Pape, and his Trouble	½
The Tranſlator extorts 8 Stivers for each Cocket.	

Such of the above Fees as are now taken, ſome of the Commiſſioners charge in Crown Money, which is apprehended to be an Abuſe, as they ought only to be charged in current Money.

The following are the Sound Duties on ſuch Goods as are commonly carried from, or brought to *England*, which I thought would be ſufficiently ſatisfactory to my Reader, without ſwelling the Account, by an Amplification of what all other Nations pay on the Commodities that compoſe their Trade.

	Rix.	Sti.
Ale or Beer, the 8 Hogſheads, at 4 ½	0	36
Alegar	0	36
Alum, the Schippont	0	12
Almonds, the 100 lb.	0	9
Apples, the Laſt of 12 Barrels	0	12
Apothecary's Drugs, the Liefpond, valued at 36 Rixdollars	0	18
Anniſeeds, the 100 lb.	0	9
Antimony, the Schippont	0	12
Anchor and Locks, the Schocks of 60	1	0
Argol, the Schippont	0	6
Arſnic, ditto	0	12
Aſhes, Weed, the Laſt of 12 Barrels, or 12 Schip.	0	12
Pot, ditto ditto	1	0
Auri Pigmentum, the 100 lb.	0	9
Bacon, the Schippont	0	6
Balks, great, of Oak, the Piece	0	3
Fir, 4 ditto	0	6
Small ditto, 20 ditto	0	15
Bays, the ſingle Piece	0	3
Double	0	6
Beef, ſalted, the Laſt of 12 Barrels	0	36
Books, printed, the 100 lb. valued at 36 Rixdollars	0	18
Braſs, or Braſs Wire, the Schippond	0	24
Wrought, the 100 lb. valued at 36 Rixdollars	0	18
Brimſtone, the Laſt of 12 Schip.	1	0
Brandy, *French* or *Spaniſh*, the Hogſhead	0	24
Corn, the Barrel	0	6
Rheniſh, the Auln	0	24
Bay Berries, the 200 lb.	0	9
Biſcuit, or Bread of Wheat, the 4 Barrels	0	6
Rye	0	4
Butter, the Barrel	0	5
Brazil Wood, the 500 lb.	0	15
Briſtles, the Schippt. valued at 36 Rixdollars	0	18
Cables, Cordage, or Cable Yarn, the Schippt.	0	6
Calicoes, the 8 Pieces	0	15
Capers, the Pipe, or two Hogſheads	0	18
Cards, Playing, or for Wool, the 10 Dozen	0	6
Copper, the Schippont	0	24
Wrought, the 100 lb. valued at 32 Rixdollars	0	6
Cheeſe, the Schippont	0	4
Cork, the 30 Bundles	0	36
Copperas, Calamin, or Cremor Tartari the Schip.	0	6
Cotton Wool, the 100 lb.	0	18
Cardamoms, Cinnamon, Cloves, or Cochineal, the 100 lb.	0	36
Corn, Barley the Laſt of 20 Barrels	0	24
Beans, Peaſe, Oats, or Buck-Wheat, the Laſt of 12 Barrels	0	12
Malt, the Laſt of 20 ditto	0	18
Rye ditto 20	0	12

Wheat

	Rix.	Sti.
Wheat ditto 20	1	0
Coriander and Currants the 200	0	9
Caſques the 50 Pieces	0	6
Cloth, of Silk the Piece	0	9
Fine, or ſhort Cloths, or double Dozens, the two Pieces	0	9
Coarſe, or long Cloths, or Dozens the 4 Pieces	0	9
Canvas, or Cambrick, the 4 Pieces	0	15
Camblet, the 4 Pieces	0	10
Camel's Hair, the 25 lb.	0	15
Callimancoes, the 8 Pieces	0	10
Campechy Wood, the 500 lb.	0	18
Carraway Seeds, the 100 lb.	0	9
Canary Seed, the Caſk	0	6
Cheſnuts, the 36 Sacks	0	36
Cyder, the Hogſhead	0	12
Cavear, the Schippont, valued at 18 Rixdollars	0	9
Coffee, the 100 lb.	0	24
Clockwork, the 100 lb. valued at 36 Rixdollars	0	18
Crooked Wood, or Timber, 25 Pieces	0	36
Deals, of Oak or Fir, above 20 Feet the Schock	1	0
Carlſhamn Deals under 20 Feet	0	24
Pruſſia	0	36
Common, 10 to 14 Foot the 1000	0	36
Diaper, or Drilling, the 20 Pieces	0	30
Dates, the 100 lb.	0	9
Damaſk, of Silk, the Pieces	0	12
Linen, 4 Pieces	0	10
Woollen, 8 Pieces	0	10
Druggets, 2 Pieces	0	9
Down, the Schippont	0	36
Eels, the Laſt, of 12 Barrels	0	30
Elephants Teeth, the Piece	0	36
Fiſh, Cod the Laſt, of 12 Barrels	0	12
Stock, the Laſt, 12 Schippont or 1000 Fiſh	0	30
Salmon, the Barrel	0	5
Salted Herrings, ditto	0	2
Red ditto, the Laſt of 20 Straaes, or 20,000	0	12
Feathers, coarſe, the Schippont	0	6
Flannels, 8 Pieces at 25 Ells each	0	10
Flax dreſt, the Schippont	0	36
undreſt, as fine clean *Narva*, *Marlenburgh*, *Heilig*, *Eſlmiſh*, *Podolick*, *Rakitzker*, and *Pater-noſter*, the 4 Schippont	1	0

	Rix.	Sti.
coarſe, half clean, *Farken*, *Raſſen*, *Courland*, *Pruſſia*, *Raſſets*, *Memels*, *Marienburgh*, the 6 Schippont	1	0
Tow, the 5 Schippont	0	18
Figs, the 18 Baſkets, 800 lb.	0	18
Fernabuck Wood, 1000 lb.	0	30
Flounders dry, the 20000	0	12
Frize, the Piece	0	6
Flour of Wheat, 200 lb.	0	9
Barley, or Rye, the Laſt of 12 Barr.	0	12
Gauls, or Gum, the 200 lb.	0	9
Gadza 12	0	30
Glaſs for Windows, *Engliſh*, *French*, *Lebeck* and *Dantzick*, the 8 Cheſts	0	30
Venice, Drinking ditto, the Cheſt	0	9
Bottles, the Ton, 4 Hhds. and 30 Schocks	0	30
2 Pipes	0	12
Quart Bottles, 100 Doz. 50 Rixdollars	0	24
Grains of Guinea, 50 lb.	0	15
Ginger 100	0	12
Green 50	0	12
Gun Powder 100	0	6
Gloves, *Ruſſia*, or *Courland*, 250 Pair	0	9
Leather, 1 Doz. value 2 Rixdollars	0	1
Hats, Felt, the Caſk	0	12
Beaver, the Doz. value 48 Rixdollars	0	24
Caſtor 24	0	12
Honey, the Hogſhead	0	7½
Hops, the Schippont	0	6
Horſes, the Pair	0	36
Hair, Camels or Coneys, the 50 lb.	0	30
Hemp, the Schippont	0	8
Tow, 10 ditto	0	36
Haberdaſhery Ware, 100 lb. value at 36 Rixdollars	0	18
Hides, Elks, Harts, Bucks, or *Ruſſia*, the Decker	0	9
Salted ditto	0	6
Dry, the 5 ditto	0	18
Ruſſia, the Schippont	0	36
Handſpokes, the 500	0	8
Iron, Wire, or Pans, the 100 lb.	0	4
Stoves, Plates, or Pots, the Schippont	0	6
Bars, Bats, Bolts, Hoops, Anchors and Guns, the Schippont	0	4
Wrought, 100 lb. valued at 24 Rixdollars	0	12
Old, the Schippont	0	3
Oſtermunds, the Schippont	0	2
Indigo, the 100 lb.	0	36
Iſinglaſs, the 100 lb.	0	6

Juniper

	Rix.	Sti.
Juniper Berries, 200 lb.	0	9
Kerſies, the 8 Pieces	0	10
Lace, Silk or Ferret, the 4 lb.	0	10
Thread, Wool, Cotton, Hair, the 10 lb.	0	6
Gold and Silver, the Pound	0	5
Lemons, the 12 Cheſts, or 3600	0	24
Pickled, the Pipe, or 2 Hogſheads	0	18
Linſeed, the Laſt, of 24 Barrels	0	36
Lignum Vitæ, the 100 lb.	0	9
Leather, *Ruſſia*, or *Scotch*, the Decker	0	9
Spaniſh, *Cordovan*, *Turkey* and Buff ditto	0	6
Sems, the 10 Decker	0	36
Baſanes, ditto	0	18
Tann'd, or Sole, 100 lb.	0	9
Alum'd, or White, 500 Pieces	0	18
Linen, Callicoes the 16 Pieces	0	30
Flax, 20 ditto	0	30
Hollands, *Sileſia*, and *Weſtphalia* the 4 Pieces	0	10
Tow Linen, *Crocus*, *Dantzick* Tow ditto the 40 Pieces	0	30
Hemp, black Tow 80 Pieces	0	30
Canvas, 8 ditto	0	30
Damaſks, 12 ditto	0	30
Drilling, 20 Pieces, or 500 Arſhins	0	30
From *Peterſburg*, all Sorts, 40 Pieces or 2000 Arſhins	0	30
Lead, the Fodder, Ton, or 6 Schippont	0	24
Shot, the 100 lb.	0	4
Red, or White, the 100 lb.	0	2
Logwood, the 800 lb.	0	30
Maſt 15 Palms, and upwards, the Pieces	0	24
Small	0	8
For Boats, the Schock	1	24
Muſtard Seed, the Laſt of 12 Barrels	0	30
Mace, 50 lb.	0	18
Mats, from *Peterſburg* the 1000	0	15
Mohair, 50 lb.	0	30
Nutmegs, 50 lb.	0	18
Nuts, the Laſt of 12 Barrels, or 36 Sacks	0	12
Nails, *Holland*'s and *Lubeck*'s, the Centner	0	4
Tree Nails, for Ships, the 40,000	0	36
Oars, great, the Schock	0	12
Small ditto	0	8
Oil, Olive of *Seville*, or *Portugal*, the Pipe	0	36
Rape, Lin, Hemp, the Laſt of 8 Aulns	0	36
Train, the Laſt of 8 Hogſheads, or 12 Barrels	0	36
Olibanum, the 100 lb.	0	9
Oranges, 12 Cheſts, 3600	0	24
Olives, the Pipe, or 2 Hogſheads	0	18

	Rix.	Sti.
Paper, 8 Bales, or 80 Reams	0	30
Pins, 50 Dozens	0	30
Pitch, great Band, the Laſt of 12 Barrels	0	18
Small	0	9
Plates of Tin, the 4 Caſks, or Schippont	0	12
Prunes, the 400 lb.	0	9
Prunelloes, the 100 lb.	0	9
Pepper, the 100 lb.	0	12
Pewter, the Schippont	0	24
Pladding, the 1000 Ells, or 40 Pieces	0	30
Quickſilver, the 50 lb.	0	36
Raſhes, the 12 Pieces	0	15
Rape Seed, the Laſt of 24 Barrels	0	36
Ribbons of Silk, or Ferret, the 4 lb.	0	10
Gold and Silver, 2 lb.	0	10
Rice, the 200 lb.	0	9
Rozin, the Schippont	0	6
Raiſins, the 400 lb. or 36 Baſkets	0	36
Rhubarb, the 25 lb.	0	9
Rickers, the Schippont	0	12
Saffron, the 2 lb.	0	9
Salt, *Spaniſh*, *French*, and *Scotch*, the Laſt, of 18 Barrels, or 8 Buſhels	0	24
Lyneburg the Laſt, or 12 Barrels	0	36
Saltpetre, the Schippont	0	6
Shumack, 400 lb.	0	9
Spars, great, the 25 Pieces	0	36
Small, the 1000	0	16
Says, double, the 2 Pieces	0	9
Single, or *Engliſh*, 4 Pieces	0	6
Sail Cloth, 8 ditto	0	30
Sattin, 2 ditto	0	9
Serge, 12 ditto	0	15
Soap, white, the 100 lb.	0	9
Green, the Laſt of 12 Barrels	0	36
Shag, with Thread, 2 Pieces	0	9
Starch, the 300 lb.	0	8
Steel, the 100 lb.	0	4
Silk, ſewing, Ferret, wrought Lace, 4 lb.	0	10
Raw, the 100 lb.	0	30
Stuffs, 4 Pieces	0	15
with Gold and Silver, 1 ditto	0	18
Skins, Beaver, the 5 Decker	0	24
Otter, 1 ditto	0	6
Ruſſia, dry, Wolf, and Fox, 5 Deckers	0	18
Goat, 20 ditto	0	36
Calf, 10 ditto	0	12
Cat and Sheep, 500 Pieces	0	18
Black Rabbits, or Lamb, 1000 ditto	0	18
Grey Rabbits, or Kid, 2000	0	18
Martens,	0	30
Hare, a Bale, valued at 72 Rixd.	0	36

	Rix.	Sti.
Staves, Pipe, Hogſhead, and Barrel, the great hund. of 48 Schocks	0	30
Stones, Poland, 1000 Feet, or 500 Ells	0	30
Sturgeon, the Laſt of 12 Barrels	1	12
Stockings, of Silk, 1 Doz. or 12 lb.	0	30
Kerſey, Woollen, or Worſted, for Children 100 Pair	0	30
Worſted, Floret, Sayette, 50 Pair	0	30
Woollen for Children, 200 Pair	0	30
Succad, 50 lb.	0	12
Sarſaparilla, 50 lb.	0	18
Sugar Candy, or Confectionary, the 100 lb.	0	18
Loaves, Powder, Muſcovado, 200	0	18
Stuff, Woollens, 8 Pieces	0	12
Sword Blades, 50	0	12
Hilts, 50	0	18
Sweet Wood, 100 lb.	0	9
Tallow, the Schippont	0	6
Terras, the Laſt, 6 Schip. or 12 Barrels	0	36
Tar, great Band, the Laſt of 12 Barrels	0	18
Small	0	9
Thread, white and coloured, 50 lb.	0	30
Gold and Silver, 1 lb.	0	5
Tin, the Schippont	0	24
Tobacco, 100 lb.	0	9
Treacle, a Pipe, or 2 Hogſheads	0	36
Turpentine, the Schippont	0	6
Verdigreaſe, the 100 lb.	0	9
Vermillion, the 100 lb.	0	36
Velvet, fine, the Piece	0	9
with Thread, the 2 Pieces	0	9
Vinegar, of Wine, the Hogſhead	0	12
Beer, Ale, or Cyder, 2 Hogſheads	0	9
Wax, the Schippont	0	36
Wire, Iron or Braſs, the Schippont	0	24
Steel, the 100 lb.	0	24
Gold and Silver, the lb.	0	5
Wool, Beaver, the 50 lb.	1	0
Spaniſh, or fine, the 4 Schippont	0	36
Coarſe, or *Scotch*, 6	0	30
Flock, or cutting Wool, 2 Schip.	0	9
Scotch, Shirts 50 Pieces	0	15
Shifts, 8 Pieces	0	10
Wood, Shovels, the 10 Schocks	0	9
Diſhes, or Trays, 5 Schocks	0	9
Plates, ditto	0	2
Nails, the 20000	0	18
Wine, *Bourdeaux*, the Ton, or 4 Hogſheads, at 52 Rixdollars.	1	36
Picardan, Hoogland, Muſcat, and Frontinac, the 2 Hogſheads	1	0
Spaniſh, or *Portugueſe*, the Pipe	1	24
Italian and *Levant*, ditto	2	0
Rheniſh, the Auln	0	40
Wainſcot Boards, the Schock	0	24
Yarn, Cotton, 50 lb.	0	36
Linen, the Schippont, or 40 Schip.	0	36
Tow, the 4 Schip.	0	36
Sail, 1 Schip.	0	36
All Sorts of Woollen, the 50 lb.	0	36

I ſhould here have added to the preceding, an Account of the Cuſtoms on Goods in *Denmark*, but I omit inſerting them, as I have thoſe payable in all other Kingdoms, to avoid ſwelling the Work to too great a Bulk; however, I ſhall give my Reader a Liſt of the Commodities prohibited by his *Daniſh* Majeſty, and note ſome other Particulars, neceſſary to the Information of ſuch Perſons as are concerned in that Trade.

Brimſtone is forbid Importation by Placart of 29 *December* 1727; and Buckram to be brought into *Copenhagen* and the Iſland of *Siælland*, by Order from the Chamber of Finances, dated 10 *Sept.* 1728. Cloth, Corn, and Earthen Ware of all Sorts, are prohibited by a Placart of 25 *Feb.* 1717; dried Fiſh, or Salt Cod, from foreign Parts, prohibited by a Placart of 23 *March* 1729; Flannel, and Iron in Bars, prohibited by a Placart of 8 *Sept.* 1730, but allowed an Oplag (which is a Privilege granted to *Copenhagen* and *Elſinore*, where all foreign Goods may be landed and exported Duty free within a Year) for Exportation; Kerſies forbid to be imported; Oil of Linſeed, Hemp and Rape Seed, prohibited by a Placart of 22 *Nov.* 1704; Mohair twiſted, forbid by a Placart of 18 *July* 1708; Woollen Stuffs of all Kinds, and Stockings, prohibited; Brandy, Salt, Tobacco, and Wine, may not be brought into any Port in *Denmark* but *Copenhagen*; Wool Cards, not importable into *Siælland* by a Placart of 15 *Sept.* 1727, but admitted any where elſe.

To the Port Charges beforementioned, payable in the Sound, ſhould be added.

		Loaded		in Bal.	
Light-Money for Ship and Cargo, in Crowns	Rixd.	5	3	2	25½
Paſs, Seal, Writing Money, and Fees		2	12	2	12
Guard Ship both Ways, 4 Sti. each time					
Britiſh Poor, upwards of 24 Sti.					
Commiſſion		0	24	0	24

Add 3 Sti. on each Rixd. Crowns, to make it current Money, and obſerve that in this and all the preceding Duties, 48 Stivers make the Rixdollar.

N.B. All

N. B. All Maſters are allowed 4 *per Cent.* out of the Duties paid on their Cargoes both up and downwards.

At *Copenhagen* a Bank was eſtabliſhed a few Years ago, whoſe Notes are current through all *Denmark*; and the King's Orders, the 21ſt of *March*, 1705, concerning ſtranded Ships and Goods are very excellent, though they have not been ſo well obſerved lately as they ſhould be, in *Jutland*, where $\frac{1}{3}$ Salvage has been recovered, in direct Contradiction to the aforeſaid Ordinance; but in *Norway* a better Regard is paid to it.

Beſides the *Sound*, the *Baltick* has an Entrance by the great and ſmall *Belt*, the former being a ſafe Paſſage (when well known) for large Ships, which pay the Duties thereof at *Nybourg* in the Iſle of *Funen*, where the *Danes* have a Fortification (oppoſite to *Korſoer* the Ferry Place in *Siælland*) and where all Paſſengers for *Jutland*, *Holſtein*, &c. from *Copenhagen* land.

The *Little Belt* is at *Frederica* in *Jutland*, (where ſmall Ships can only paſs and muſt pay *Sound* Duties) and *Sophia Odde* in *Funen*, both Places being fortified. And as *Norway* is ſubject to his *Daniſh* Majeſty, I ſhall now treat of it, though it makes a Break in my propoſed Method of deſcribing the Trade of the Nations bordering on the *Baltick* altogether.

Of the Trade of Norway.

THIS Kingdom is antient, was governed by its own Princes till 1397, when it became a Province of *Denmark.* Its northern Borders at *Wardhuus*, lie in the Latitude of 70 Degrees 50 Minutes, and its South Eaſt at *Fredericbſhald* in 59 Degrees 20 Minutes, its South Weſt Limits being the *Naze*, in 57 Degrees 50 Minutes, and the inland Frontiers are in many Places ſeparated from *Sweden* by a Range of Mountains, which continue to the North Sea. The Country is very barren, not producing a Sufficiency either of Corn or Cattle for the Inhabitants Support, although it is in general very thinly peopled (proportionate to its vaſt Extent) containing only two hundred ninety-one Pariſhes, with nine hundred thirty-nine Churches and Chapels of Eaſe; it differs from all other of his *Daniſh* Majeſty's Dominions, in producing many more Commodities for Exportation than they all put together; its Natives being active, laborious, induſtrious and honeſt.

Copper is one of its principal Products, and of this the chief Works are at *Roraas*, *Silboe*, *Quickne*, *Meldahl*, (or *Lyckens*) *Faadahl* and *Aardahl.* The firſt of theſe Mines yields about three hundred and fifty Tons yearly, on which the King hath two Rixdollars *per* Ton Exciſe, a tenth in Kind, and a Duty on Exportation of 8*l.* 15*s.* *per* Ton, which brings near one fifth of its Value into the Revenue.

It is moſtly ſhipt for *Holland*, and the Proprietors of this Mine have it divided into one hundred and ſeventy-two Shares, each worth about 500*l.* Sterling, as in a Medium of twenty Years paſt, it hath yielded twenty *per Cent.* annually, after having been worked about one hundred and ten Years. It lies about one hundred and eight *Engliſh* Miles E. S. E. from *Drontheim.*

Quickne Mine is more antient than this now mentioned, lying three hundred and ſixty Miles to the S. W. of it, and produces about fifty Tons yearly.

Meldahl is the third, and has been wrought with various Succeſs, having at ſometimes rendered the Proprietor fifty *per Cent.* and at others nothing; the medium Quantity is computed to be near fifty Tons yearly.

Selboe had been given over for thirty Years, but wrought again for fifteen paſt by the Boors, is two hundred and forty Miles from *Drontheim.*

Faadahl hath been wrought about three Years, though it had been given over for ſeveral before; it now affords great Hopes of being the ſecond Mine in *Norway*, and is about ſix hundred Miles W. from *Drontheim.*

Aardahl, eighty Miles S. S. E. from *Bergen*, was rented by the *Engliſh* Charitable Corporation about the Year 1731; but whether through the Stubbornneſs of the Ore, Ignorance of the People ſent over, ſome Iniquity in the Managers, or all together, ſeveral thouſand Pounds were ſunk, and after one or two Cargoes had been ſhipp'd for *Newcaſtle*, the Company ſtopt Payment, and the working the Mine has been ever ſince diſcontinued. About three Millions *Wincheſter* Buſhels of Charcoal, and many thouſand Fathoms of Billet Wood, are yearly conſumed at the ſeveral different Melting-Houſes, which latter beginning to grow ſcarce, makes it probable that the Drain of a few Years more, will oblige the Artificers to have Recourſe to *Britain* for a Supply of her Mineral Coal.

The five laſt Mines are exempted from any Payment to the Revenue on Account of their Poverty, and in that of *Quickne* is a Well, whoſe Water turns Iron into Copper in three Years ſoaking. At *Kongſbergh*, four Miles above *Stromſoe*, are alſo Mines of Silver, which in *May* 1731, were let out to farm, after a Prohibition to all Strangers had been iſſued in the preceding *February*, not to take any Intereſt therein. And at *Drontheim* is a Pearl Fiſhery, whoſe Revenue the King granted to the Queen in the ſaid

Year. Its other Products are Iron, Pitch, Tar, Fiſh, Skins, Tallow, Butter, Aſhes, and above all Maſts, Boards and Timber.

About the Year 1738, an Allum Work was erected near *Chriſtiana*, where is an inexhauſtible Rock of Slate, which is burnt to Aſhes, and theſe being ſteeped in Water, and afterwards boiled, produce Allum, though my Author is uncertain whether any Urine or Kelp is uſed in the Operation. Carraways alſo grow very plentifully in this Country, and large Parcels of them are annually exported. Of Cryſtal a good deal may be got a few Miles above *Chriſtiana*, but a Sample of it having been ſent here to *London*, its Quality was diſeſteemed. In *Iceland* is the famous Vulcano *Hecla*, from whoſe Mountain great Quantities of Brimſtone is procured, which occaſions this Commodity to be prohibited Importation here, and the Wool of this Iſland is very fine and long; it was peopled from *Norway* in about 950, is governed by a grand Bailiff, hath two Biſhops and thirty-ſeven Pariſhes.

The Imports are Spice, Wine, Brandy, Vinegar, Cheeſe, Tobacco, Woollens of all Sorts, Salt, Beer, Bottles, Salt Beef, Black Lead, Braſs, Buckrams, Butter, Callicoes white and printed, Candles, Caps, Silk and Worſted, Canvas, Coals, Copperas, Cork, Coriander Seed, Cotton, Coverlets, Currants, Cyder, Dimity, dry Fiſh, Corn and Flour, Glaſs, Glue, Gunpowder, Hats, Herrings, Indigo, Lead, Leather, Linen, Mead, Muſtard Seed, Mercery, Nuts, Pewter, Quickſilver, Raiſins, Rice, Saffron, Salmon, Steel, Stockings, Sugar, Sweetmeats, Tea, Tin, Silks, Verdigreaſe, Vitriol, Wax, Wire, and many other ſmall Commodities too numerous to be inſerted.

About twelve Years ago, *Joachim Friederic Baron Beurt*, a *Bohemian*, erected (as Director General) at the King's Expence, a Salt Work at *Aareſund*, near the *Færder* Iſland, with a great Pile of Buildings; and the Water there being much freſher than in the North Sea, is pumpt up to the Top of the Grader Houſe, from whence it is conveyed by a great Number of Spouts, and falls upon many Hurdles, with the Bark taken off, in order to diſſipate the freſh Particles of the Water, and prepare the Remainder for the Pan, to which the Houſe being left open on all Sides, that the Air may have a free Paſſage, is intended to contribute, and by this Method they endeavour to imitate the Salt of *France* and *Portugal*, tho' the Quality is much inferior, and will not keep in damp Places.

This Kingdom has many good Ports, but the following ones only are appointed for the landing or loading Merchandize, from or to foreign Parts, or thoſe of the King's other Dominions, whoſe Trade I ſhall briefly particulariſe, having ſpoke of it in general.

Abrendahl. The uſual Exports of this Place are ſhort Timber and a few coarſe ſaw'd Deals.

Bergen was once a firſt Rate Hans Town, and the Seat of a Biſhop and Grand Bailiff, though its Trade has for ſome time gone very much to decay; at preſent its principal Exports are Tar, ordinary nine or ten Feet Deals, ſalt Cod, Stockfiſh, Herrings and Salmon; here all Sorts of Corn may be imported, on paying a Cuſtom of twelve Sti. Specie *per* Barrel.

Chriſtiana is a City about a hundred and thirty-ſeven Years old, the Reſidence of a Viceroy, Biſhop, Grand Bailiff, and is the High Court of *Norway*; from hence are ſhipt the greateſt Quantity of the beſt Deals in this Country; and beſides it has an Allum, and a Stuff Manufacture.

Chriſtianſund, built about a hundred and twenty Years ago, is the Seat of a Biſhop, and Grand Bailiff; its chief Exportation Timber, and a few Deals moſtly ill ſaw'd.

Chriſtianſund was called *Faarſund* until 1732, when the late King gave it its preſent Name; its yearly Exports are about two thouſand Barrels of Tar, ſome bad Pitch (of which they have little in *Norway*) Stock Fiſh, 10000 Barrels of Cod and Ling, 48000 Barrels of Herrings, ſome few Deals, Train Oil, and Salmon.

Drammen is a general Name for *Bragnees*, *Copperwyk*, and *Stromſoe*; it exports great Quantities of Deals and Timber. It lies about four Miles diſtant from *Koegſberg* (where the Silver Mines are) and by a Placart, dated *May* the 4th 1706, all Ships going to *Drammen* in Ballaſt, are directed to caſt it out near the Cuſtomhouſe, for Preſervation of the Ground whereon it is built.

Drontheim, called alſo *Trundheim*, is an ancient City, and was formerly the Seat of the *Norway* Kings; though now become the Reſidence of a Grand Bailiff, and Biſhop, whoſe Cathedral is the moſt magnificent of any in the Country, being built with a coarſe black Marble, which a neighbouring Quarry produces. Its Exports are fourteen Feet three Inch Fir Deals; great Quantities of nine to ten Feet one and half Inch ditto; red and white Deals, in all ten to eleven hundred thouſand; Tar, and near five hundred Ton of Iron moſtly for *Amſterdam*.

Molla, a ſmall Port, which only affords ſome Tar and Fiſh.

In 1748 the above three Ports were farmed by ſeveral of the Inhabitants for ten Years, at the annual Rent of 32000 Rixdollars, which has produced them

very

very great Profits, by the yearly Income of 40000 Rixdollars from *Drontheim*, 20000 from *Chriſtianſund*, and 6000 from *Molla*.

Flekkefiard, whoſe chief Exports are ſalt Fiſh, Herrings and Stockfiſh.

Frederichſhald is the eaſtermoſt Town in *Norway*, and was built about an hundred and twenty-eight Years ago; it is ſeparated from *Sweden* by a Ford two *Engliſh* Miles broad; and its Exports are confined principally to Deals, with a few Baulks and Spars: Its Oplag occaſions the Importation of all Goods in their own Ships, beſides Iron from *Sweden*, under any Colours.

Frederichſtad roſe on the Decline of *Sarpſburg* (lying a Mile and a Quarter up the River *Glommen)* about a hundred and ſeventy Years ago; from hence many Maſts, Load Baulks, Deals, Spars, ſmall Baulks, &c. are annually exported: It is the beſt fortified Town in *Norway*; but as ſeveral of the Fortifications are built on a Clay Ground, with a boggy Bottom, the Foundations frequently give way and ſink.

Holmſtrand, a ſmall Town, that exports a few Deals, Baulks, and Sparwood. It lies in the Earldom of *Jarlſberg*; and on the Iſland called *Long Oe*, near to it, is a very good Quarry of grey Marble.

Krageroe is another ſmall Town, yielding ſome Deals, Baulks, Spears, and Spars; and ſome Years ago it produced the beſt fourteen Feet Deals in *Norway*.

Langeſund, a ſmall Place, ſubject to the Cuſtomhouſe of *Porſgrund*, affords ſome ſmall Baulks; but moſtly Sparwood.

Laurvi, a ſmall Town in the Earldom of the ſame Name, within *Stavern*, where the Earl has a fine Iron Work, produceth chiefly that Sort of Deals called *Schirwen*, which are commonly eſteemed the beſt.

Mandahl, a little Place lying two Miles on the Side of the *Naze*, yields ſome ſhort Timber, and a few low priced Deals.

Moſs, a ſmall ancient Town, whoſe chief Exports are Sparwood, and a few Deals; though it has a fine Iron Work, and ſeveral Saw Mills.

Porſgrund has the Cuſtomhouſe for itſelf, *Brevig*, *Longſound*, and *Scheen*; the two firſt exporting very good large Timber, eſpecially the Sort called *Bratſburgh* Spears, Sparwood, and ſome Deals; at the laſt Place are ſaw'd the Cloiſter Deals twelve to eighteen Feet long; the beſt in thoſe Parts.

Romſdahl, a ſmall Town, whoſe Exports uſually are ſome Fiſh, and a little Tar.

Rus-oer, commonly called *Eaſt-Ries*, produceth chiefly ſhort Baulks, Spars, and ſome few coarſe ill ſaw'd Deals.

Sand lies on the Weſt Side of *Chriſtiana* River, though the Ships chiefly load on the Eaſt Side, at *Drobark* and *Wenebeck*; its Exports are great Quantities of white Wood Baulks, and Spars, principally for the *Hollanders*.

Stavanger, a very poor Place, moſtly inhabited by Ship Maſters, who are chiefly employed in carrying Fiſh from *Bergen*, and the adjacent Ports, coaſtwiſe, and ſome ſmall Matter to the *Belt*.

Sandefiord, a ſmall Place between *Laurvig* and *Tonſberg*, whoſe chief Produce is Spars for *Denmark*, as there are few Inſtances of Foreigners lading here.

Sundbard, a ſmall Town N. W. of the *Naze*, ſhips a little Fiſh, and ſome Tar.

Tonſberg is deemed the oldeſt trading Town in *Norway*, and has the Ruins of an antient Stone Building, ſuppoſed the Relicts of a Palace, where one of their Kings reſided; it is now a poor Place, and the Exports reduced to a few white Deals, Baulks, and Sparwood.

Two or three Ships are ſent yearly from *Copenhagen* to *Finmark*, which load with Fiſh and Oil, moſtly for *Holland*; and one or two likewiſe go from the ſame Place, chiefly with Proviſions for the Garriſon at *Greenland* (and to carry Miſſionaries) as the Inhabitants want but few Neceſſaries, or ſeem to have no Care for more than the preſent.

Wardhuus, or *Wardhuys*, is the Northermoſt Fort in *Norway*, where the King of *Denmark* keeps a ſmall Garriſon: It lies in 70 Degrees 45 Minutes Latitude, and its Longitude from the Meridian of *London* is 27 Degrees 50 Minutes. Near it the River *Tanne* takes its Riſe, and runs through *Lapland*, from the different Ports of which, and *Finland*, ten or twelve Ships of about two hundred Ton load yearly, with Fiſh for *Copenhagen*, and from the latter many to *Bergen* and *Drontheim*.

The Havens in this Country are very numerous, and moſt of them very ſafe, but many of them abound with the Worm, ſo prejudicial to Ships Bottoms; no one is permitted to go into or out of them without a Pilot, as *per* Placart *March* 5, 1725, where the

1ſt Article is, that all Ships going into Harbour, either to load there, or deſtined to other Countries, ſhall pay Pilotage conformable to this Regulation, and not be allowed (whilſt a Pilot is to be got) by themſelves, People, or any, ſave ſworn Pilots, to carry their Ship in or out of Harbour, or to follow other Ships, for if they do they are liable to pay Pilotage at the Cuſtomhouſe.

2dly, The

2dly, One Tenth is to be deducted out of the Pilotage for the Captain (who is Chief over all the Pilots) and the remaining nine Tenths to the Pilot.

3dly, The Summer Pilotage, *viz.* from the 16th of *March* to the 16th of *October*, from Sea, is to be, for a Ship drawing

	Rd.	Ro.	s
4, 5, and 6 Feet Water	1	0	0
7	1	1	8
8	1	2	16
9	2	0	0
10	2	1	8
11	2	2	16
12	3	0	0
13	3	1	8
14	3	2	16
15	4	0	0
16	4	1	8
17	4	2	16
18	5	0	0

Winter Hire, $\frac{1}{4}$ Part more to be paid from the 16th of *October* to the 16th of *March*, and when the outer Rocks don't exceed one Mile from the Port, only ſingle Pilotage is due. For every Foot above the 18, 1 Rixdollar *per* Foot more than the 5 Rixdollars, the Feet to be reckoned as are mark'd, and the Pilotage to Sea to be $\frac{1}{3}$ leſs than this for bringing in, and nothing reckoned for $\frac{1}{4}$, $\frac{1}{2}$, or $\frac{3}{4}$ Feet.

Fly-boats, Hoys, and other flat built Veſſels from Sea	Rd.	Ro.	s.
4, 5, and 6 Feet Water	1	2	0
7	2	0	0
8	2	2	0
9	3	0	0
10	3	2	0
11	4	0	0
12	4	2	0
13	5	0	0
14	5	2	0

Or half as much more as ſharp built Veſſels.

Pilotage by the Mile, when they do not exceed 4.

Ships of 4 to 6 Feet, each Ft.	0	1	8
6 to 8	0	1	12
9 to 10	0	1	16
11 to 12	0	1	20
13 to 14	0	2	0
15 to 16	0	2	8
17 to 18	0	2	16

Flat built Ships pay $\frac{1}{3}$ more, and above this Depth 1 Rixdollar more for each Mile; if the Pilot carry a Ship above 4 Miles he is to receive $\frac{1}{4}$ Part leſs, but if nine to twelve Miles incluſive, $\frac{1}{5}$ leſs for each Mile. Winter here to receive $\frac{1}{4}$ Part more, as alſo for Pilotage in and out.

Whilſt the Pilot is aboard, the Ship Maſter muſt provide him free, Meat and Drink, but if obliged by contrary Weather to keep the Sea, one, two, or more Days, the Maſter (excluſive of the Pilotage) muſt pay the Pilot two Rixoorts daily.

N. B. Nothing to be paid the Pilot for Attendance whilſt the Ship is in Harbour, nor can he demand Proviſions.

4. The Pilots muſt not (on Forfeiture of their Place) take more Pilotage than what this Placart allows, except in ſtormy Weather where Hazards are run, or more Perſons employed for the ſaving People, Ship and Cargo, or when ſhe hath loſt Maſts, Sails, or Rudder; the Pilot may in ſuch Caſe agree above the common Rate. If the Maſter refuſe to agree, the Pilot notwithſtanding muſt do his Duty, and the Pay be ſettled by the *Oldermand* and two diſintereſted Perſons; but if either Party be diſſatisfied, the Magiſtrates may attempt it; if their Determination be alſo diſliked, it may be appealed from to the Court of Admiralty in *Copenhagen.*

5. As ſoon as the Pilot ſees a Ship in the Offing, with her Colours out as a Waft, he ſhall go with his Boat without the outer Rock, and continue on board her until ſafely moored. If in clear Weather a Ship put out a Show for a Pilot, being in ſome Danger, and no Pilot appears, they who ought to attend in that Neighbourhood, and have no reaſonable Excuſe, ſhall forfeit two Rixdollars each to the Poor. And the *Oldermand*, for not keeping better Order among the Pilots, ſhall forfeit four Rixdollars for the firſt Neglect, five for the ſecond, and loſe his Office for the third.

6. A Ship having brought too for a Pilot with his Colours out, and none near at hand, the Fiſhermen who have been uſed to officiate as Pilots, may then take Charge of the Ship and carry her in, recovering full Pilotage for their Trouble without any Deduction, though none but Pilots may carry a Ship to Sea, except Fiſhermen appointed by the *Oldermand.*

7. That the Pilot-boats may be known, they ſhall carry a red Cloth in the Middle of their Main-ſail, but when they cannot uſe it, ſhall ſhew a white Cloth at the End of their Sprit; and on Neglect to ſhew theſe Marks, they ſhall each Time forfeit two Rixdollars to the *Oldermand*, and two ditto to the Poor. Fiſhermen uſing ſuch Signs ſhall forfeit four Rixdollars each Time.

8. When a Maſter hath got a Pilot on board, he ſhall

ſhall not be obliged to take another on his coming into another Pilot's Diſtrict, if the Pilot he has is acquainted and willing to proceed farther; though if the *Oldermand* order another Pilot, the former muſt quit, to prevent the Harbour's being left deſtitute; but if the Pilot engages to go farther than he is acquainted, and a Damage happens, he ſhall pay it, as the Law directs. *Code* IV. B. I. cap. v. A.

9. When a Maſter has any reaſonable Cauſe to complain that his Pilot has not done proper Duty, and the (Weather permitting) Colours were put out to ſhew the Want of a Pilot, the Maſter ſhall in this Caſe take the Pilot and *Oldermand*, and in Preſence of two Sea-faring Ship Maſters, whom the Magiſtracy ſhall appoint, make an Atteſtation thereof, and the Maſter ſhall have Credit for Law Charges until a Deciſion, each Party obliging themſelves to be ſatiſfied therewith; and a Pilot having Reaſon of Complaint, is entitled to the ſame Liberty.

10. The Pilots are to have Blanks in the Maſter's Language for him to ſign, notifying what he has paid him, as ſhall the Pilot for what he has received.

11. Wind and Weather permitting a Pilot to conduct a Ship into a convenient Harbour, he muſt not on any Account carry her into one, where the anchoring Ground is too deep, eſpecially late in the Year, or in Winter, except in Caſes of Neceſſity; and then the Pilot ſhall before-hand acquaint the Maſter with the Circumſtances, and muſt however anchor in the moſt convenient Place, on Penalty of four Rixdollars; and the ſame Sum on neglecting to take an Atteſtation, that it was not his Neglect. A Pilot conducting a Ship through dangerous Places, or altering the Land Marks, ſhall be impriſoned for Life in *Bremerholm*, or ſuffer Death if he deſerves it.

12. As the Captain is allowed one tenth of the Pilotage, the *Oldermand* of the Pilots, ſhall have three Stivers on each Rixdollar, both of them to be deducted out of the ſtipulated Rates; and if Pilots carry in and out of Harbour, which don't load or deliver in that Country, the Captain's Salary ſhall be only one twentieth Part.

13. Forfeitures to be diſtributed amongſt poor Sailors.

14. The Collectors of the Cuſtoms are to aſſiſt the Pilots in getting their Pilotage, and not clear the Ships until they are ſatisfied, or have the *Oldermand*'s Atteſt what Draught of Water ſhe drew in and out, but muſt deduct the Salaries if the Maſter has paid them to the *Oldermand*.

15. A Maſter ſailing before he hath paid his Pilot, ſhall, when met with in *Norway*, pay the Debt, and the like Sum to the Poor, beſides the Law Charges: And a Maſter uſing a Pilot ill ſhall forfeit as the Law directs.

16. As the Pilots are always obliged to keep a look out, they ſhall have Reſerves of others.

17. If the Magiſtrates, or Admiralty's Deciſions in Law Suits between Maſters and Pilots are diſliked, either Part may appeal to the King.

18. Ships bound to any Port within the *Færder*, and ſtop (with a fair Wind) in any out Harbour to ſmuggle, the Pilot ſhall immediately inform the neareſt Officer of Juſtice; and the Maſter on due Proof made againſt him, muſt pay the two hundred Rixdollars, as directed in the Book of Rates; the ſame to be alſo obſerved North of the *Naze:* And a Pilot neglecting to give ſuch Information ſhall loſe his Place.

19. The King commands all his Military Officers to be aſſiſting herein, and to keep theſe Orders, as a Law.

Maſters of Ships muſt make a true Report at the Cuſtom Houſe, within twenty-four Hours after their Arrival; and if required by the Collector, muſt produce authentick Bills of Loading. The not Reporting within this Time limited, incurs a Penalty of twenty Rixdollars daily; if they neglect to report all their Cargoes, they muſt pay twenty *per Cent.* on the Value of that Part omitted, except he will make Oath, that it was an Error, without any ſiniſter Intent to ſmuggle them. If they belong to Maſter or Mate, they are confiſcable and liable to double Duty.

Maſters muſt be careful not to ſail without their *Told-Zedel*, which is a Paſſport, given them from the Cuſtomhouſe, containing a Liſt of the Cargo, and that the Laſtage, Tiende (or Tenths, a Cuſtom) and Lights are paid; otherwiſe being found without it, and the Cargo is diſcovered not to be duly entered, treble Duty muſt be paid, and the Maſter condemned to Chains for Life in *Bremerholm*; if the Ship be only in Ballaſt, the Puniſhment is to pay ten Rixdollars, and the producing falſe Paſſports, with an Intent to defraud the Revenue, incurs a Forfeiture both of Ship and Goods.

The Lights in this Province are the *Færder*, built on a high Rock at the Entrance of *Chriſtiana* Fiord, and two on the *Naze* Point; in *Denmark*, they have the *Schaw*, and *Anholt* in the *Cattegat*; that on the Sand Bank called *Schagen*, at the Point of *Jutland*, was ſome time ago waſhed away, and I believe not yet reſtored.

The Sea Marks here, are the Cow and Calf near *Mandahl*. Off *Merdoe* Iſland, the *Trom* Hills, and *Trom* Church, with a new built whitened Steeple, and the above mentioned Light-houſes.

The *Daniſh* trading Companies, are that of the *North*,

North, the *Iceland* Company, and the *Eaſt India* Company. The firſt was eſtabliſhed at *Copenhagen* in 1647, by *Frederick* III. which has not only very conſiderable Settlements in *Norway*, but they ſend their Ships alſo to the Port of *Varanger*, at the Bottom of the Gulph of the ſame Name; from whence their Commiſſaries penetrate by Land both into the *Daniſh* and *Muſcovite Lapland*, on Sledges drawn by Rein-Deer.

They alſo extend their Trade to *Borandai* and *Siberia*, where their Factors advance even to *Panigorod*, the Capital of this Part of the *Czar*'s Dominions; and the Goods they carry are Rixdollars, Tobacco, Brandy, and Linen, which they truck againſt a variety of Furrs, the only Products of theſe Parts.

The *Iceland* Company alſo owe their Charter to the ſaid Monarch *Frederick* III. who granted them his Letters Patents in the ſame Year the Northern Aſſociation obtained theirs. It is the Ships of this Company only, that are permitted to trade with this Iſland, which lies in ſixty-five Degrees forty-four Minutes of Latitude, and thirteen Degrees and thirty Minutes of Longitude. The Inhabitants, although at preſent Chriſtians, are notwithſtanding almoſt as much Barbarians, as before this Religion was profeſſed among them. They neither buy, nor ſell, or know the uſe of Money; ſo that all their Trade conſiſts in Barter, either with Strangers, or between one another; this became ſubject to *Denmark* at the ſame Time with *Norway*; and their chief Traffick conſiſts in Beeves, Sheep, and Horſes, and the Skins of theſe Animals, dry or ſalted, dry Fiſh, Butter, Tallow, Brimſtone, and the Furrs of Foxes, Bears, Wolves, *&c.* Among the Sheep they have a very extraordinary Sort, being large, with eight Horns, which the Natives are obliged to ſaw off, for fear of their wounding the other Cattle, as they are difficult to tame; their Wool is thick and fine, which recommends it to a good Sale.

The *Danes* carry to theſe Iſlands in Exchange for their Commodities, Tobacco, Linens, Flour, Beer, Wines, Brandy, Iron, Cloth, ſome hard Ware, *&c.* all conveyed to *Kirkebar*, a large Town, or ſmall City in the Iſland, where the Merchants and Factors reſide; and though the Trade to *Groenland* has nothing to do with this Company's Charter, yet as it ſtill lies farther North than *Iceland*, I ſhall ſpeak of it here, as in its proper Place.

This Country, in a manner unknown, and its Limits yet undiſcovered, has hitherto hindered the Learned from determining whether it is a Continent joining to that of *America*, or *Tartary*, or whether it is ſeparated from both, and is an Iſland. The Smallneſs of its Products, are ſuited to the Paucity of its Inhabitants, as it affords nothing but Whale Fat and Oil, Seal Skins, and the Teeth of a Fiſh called *Towak*, more valuable than Ivory for its Whiteneſs; which they truck with the Whale-Fiſhers, who land here to boil their Blubber, againſt Knives, Sciſſars, Needles, Looking-Glaſſes, *&c.* And as I have no where taken Notice of the Value and Importance of this Fiſhery, which now begins to be regarded here, as it is encouraged by the Government, and the Succeſs of our late Attempts in it; I preſume it may not be diſagreeable to my Readers, to be adviſed of what may annually be taken in that Sea. I ſhall therefore give a Liſt of the Ships which fiſhed there in the Year 1737, with the Fortune they each had in their Enterprize.

The *Dutch* then ſent into the *Groenland* Sea an hundred and ſix Ships, which caught three hundred and fifty-five Whales. The *Hamburghers* ſeventeen Ships, that took thirteen Whales and a half. *Altena* ſent five Sips, and got ſeven Whales; and *Bremen*'s ten Ships caught eleven Whales; theſe were all *extra* of the Adventurers to *Davis*'s Streights, whoſe Engagements were yet more conſiderable.

The *Danes* begun late to engage in long Voyages, at leaſt to the *Eaſt-Indies*, and it was not before the Middle of the ſeventeenth Century, that their Colours were ſeen in the Gulph of *Bengal*, and on the Coaſts of *Pegu*. At preſent they carry on a pretty good Trade to thoſe Parts, by a Company eſtabliſhed in 1612, and whoſe Privileges were enlarged, and its Commerce extended by a Grant from his *Daniſh* Majeſty in *January* 1728, which made them in a manner a new Aſſociation; and for a Fund they opened Books to take in Subſcriptions, at *Altena*; but this new Company being ſtrongly oppoſed by the Maritime Powers, which undoubtedly had an Influence on the intended Subſcribers, the Thing dropt, and the Company remained on its primitive Footing; but the preſent King in order to aſſiſt and encourage their Undertakings, advanced them a hundred thouſand Crowns in 1740, that they may puſh their Trade with more Vigour.

The Iſle of *St. Thomas*, ſeated in the North Sea, at fifteen Leagues diſtance from *Porto Rico*, is the only Colony that the *Danes* have in the *Weſt-Indies*. The *Hamburghers* have alſo a Factory here, from whence they carry on ſome Trade with the *Antilles*.

The Products of this Iſle are but little, for though ſome Sugar and Indigo are gathered here, they would not be capable alone to ſupport the Inhabitants, if they found not in their Situation, a Reſource elſewhere, from whence to procure, not only a Support, but to ſet forward an advantageous Commerce, conſiſting punctually in the Negro and contraband Trade carried on with the *Spaniards*; they having made their

their Iſle a free Port likewiſe contributes to their Benefit, as it attracts the Buſineſs of all the illicit Traders in thoſe Parts. But now to return to the *Baltick*.

Of the Trade of Courland, Pruſſia *and* Pomerania.

THE ſmall State of *Courland* has properly but one Port on the *Baltick* Sea, which is *Libaw*. *Memel*, at the Entrance of the Gulph of *Courland*, although it belongs to Ducal *Pruſſia*, I inſert it here, as 'tis between theſe two Cities that all the Trade of this Country is tranſacted, of which Wood and Grain make the moſt conſiderable Part. Linſeed ſhipped from hence in great Quantities is the moſt eſteemed of any in the North, whereof large Parcels are uſed in *Holland* for extracting its Oil, and in *France* and *Flanders* for ſowing; and this Trade is ſufficient to employ twenty-five Ships yearly in it from *Holland* only.

Konigsberg is the Capital of Ducal *Pruſſia*, ſeated on the *Pregel*, that falls into the *Triſchaf*, (called by ſome the *Hac*) a Sort of a Lake that communicates with the Sea; but it is at *Pilau* (a conſiderable Fortreſs at the Entrance of this Lake) that the Veſſels at firſt arrive in their Way to *Konigsberg*, which is more than eight Leagues diſtant, and cannot be gone up by Ships drawing up more than ten Feet Water. This Inconveniency, that occaſions great Expences, is followed by two others, *viz.* Strangers may not houſe their Goods in order to wait a favourable Opportunity for their Sales, neither is the diſperſing them within Land by the Canals permitted, nor their Sales ſuffered to be made to any other than the Inhabitants of the City.

Beſides the Products of the Province, the *Pregel*, which has its Riſe in *Lithuania*, ſerves for Tranſportation to *Konigsberg* of that Country's and *Poland*'s Products; ſuch as Pipe-ſtaves, Deal Boards, Wheat, Rice, Barley, Millet, Hides, Furs, Hemp, (inferior to what is got from other Parts of the North) Flax, Wax, Honey, Tallow, Pot-aſh and Wood-aſh; the Imports there are Woollens, Salt, (moſtly from *France*) of which near eight thouſand Laſts are ſold here annually for the Conſumption of *Pruſſia* and *Lithuania*: The other Goods proper for this Commerce, are Iron, Lead, Pewter, about one hundred Barrels of Wine, one hundred ditto of Brandy, and the ſame Quantity of Vinegar; Butter, Cheeſe, Sugar, Tobacco, (chiefly *Clerac* and *Martinico*, of which a hundred thouſand Pounds may be uſed here yearly) Spice, and (as in all the reſt of the *Baltick*) Rixdollars.

Dantzick is of all the Cities ſeated on the *Baltick* Sea, that where the greateſt Buſineſs is tranſacted. The *Viſtula*, on whoſe Borders 'tis built, near a League from its Mouth, conveys to it all the Merchandizes of *Poland*, whoſe richeſt Palatinates this River waſhes for more than one hundred Leagues in its Courſe, and ſerves to tranſport in return thoſe foreign ones with which its Warehouſes are always well ſtocked. Ships drawing more than eight Feet Water cannot get up to the Canal, running from the *Viſtula* to the City, ſo that if they draw more, they muſt be lightened in the Road, (which is an excellent one) and carry the Part of the Cargo ſo taken out in Boats.

The Magazines for Grain eſtabliſhed at *Dantzick* in an Iſland, partly formed by the *Viſtula*'s Channel, are very famous in all *Europe*, and they certainly deſerve it, if there is no Exaggeration in the aſſerting, that they annually ſupply Foreigners with eight hundred thouſand Ton of Wheat. It is a Privilege of the Burghers, that they only are permitted to purchaſe the *Polanders* Wheat, when once brought into their City; but on the other Hand they are obliged to take all that comes in, at a Price fixt by the Magiſtrates. Strangers here are ſubject to the ſame Inconvenience as at *Konigsberg*, of being debarred the Liberty to ſend their Goods within Land, or ſelling them to any others than the Citizens; but the Hardſhip is ſomething alleviated here, by the Permiſſion to houſe them till a favourable Opportunity offers for their Diſpoſal.

The Loadings of the *Engliſh*, *French* and *Dutch* Ships for this City conſiſt of a Quantity of Cloths and Silks, Spice, Dying Woods, Drugs for that Uſe, and Medicines, *Italian* Cremor Tartari, Sugar, Oil, Paper, all ſorts of Hides, Salt, Wines, and *French* Brandy.

Wheat and other Grain, I have aleady obſerved are the principal Exports from *Dantzick*; here are however many other Goods, that this Place furniſhes Trade with, of which the moſt conſiderable are, Ships Maſts, Oak and Deal for Carpentry, Flax, Potaſhes, Weedaſhes, Honey, Wax, Tallow, Steel, Iron, Copper, Lead, Saltpetre, Pitch, yellow Amber, Beeves, Hides, Skins, Wool, and *Poland* Salt, when the *Engliſh* and *Dutch* cannot have this Commodity from *France*.

Stettin, which is the Capital of lower *Germany*, has the greateſt Share of the Trade of it, altho' it has other Ports, *Stralſund*, *Wolgaſt*, and *Colberg* (this laſt in the Territories of his *Pruſſian* Majeſty) where ſome is tranſacted, yet but little in Compariſon with that of the firſt mentioned City; which is ſeated in the four Branches of the River *Oder* that preſerve its Name, and which falls into the *Baltick* about eight

or ten Miles from it. Ships cannot go up to the City, but are generally unloaded at *Stenwert*, or *Wogaſt*, from whence the Goods are carried in Boats.

At *Stettin* are to be met with, not only the Products of *Pomerania*, but alſo thoſe of *Sileſia*, and the Marquiſate of *Brandenburg*, brought there by the *Oder*, which partly croſſes them, and conſiſts chiefly in Grain, Ships Maſts, Wood, Hides, coarſe Wools, Honey, Flax, and *Sileſia* Linens: Their Imports are, Spice, Silks, Woollens, a large Quantity of Sugar, many Herrings, twelve to fifteen Laſts of *French* Salt, a few Wines, leſs Brandies, and (as elſewhere) a good Fund of Rixdollars.

Of the Commerce of Livonia, *and its principal Cities.*

THE Poſſeſſion of this vaſt Province was a long Time diſputed between the *Muſcovites*, *Polanders*, and *Swedes*; but by the Treaty of *Oliva*, in 1660, it was divided between the two laſt Powers, to which a third may be added, *viz.* the Dukes of *Courland*, who enjoyed a Share of it, under the Protection of *Poland*. But the laſt War in the North, begun in 1699, afreſh deſpoiled the *Swedes* of it, after diverſe Events equally glorious to *Charles* XII. King of *Sweden*, and *Peter Alexowitz*, Grand Duke of *Muſcovy*; though more fortunate in the End to this laſt, who has remained in the Poſſeſſion of all *Swediſh Livonia*, a Treaty of Peace having finally decided the Rights of theſe Princes.

This Peace, concluded after the Death of *Charles* XII. (killed at the Siege of *Chriſtianſtadt*) having adjudged *Livonia* to the *Czar*, thereby rendered him Maſter of the Trade of the *Baltick*, in opening to him the Ports of *Riga*, *Revel*, *Narva*, and *Pernaw*, whoſe Commerce is of ſo much the more Importance, as not only the Goods of the Country, but a large Quantity beſides, are brought here from *Ruſſia* and *Poland* in the Summer, by the Rivers on which three of theſe Cities ſtand; and in the Winter by Sledges.

Riga, Capital of the Province is, built on the *Dwina*, which after traverſing a Part of *Lithuania* and *Livonia*, falls into the *Baltick* Sea, two Leagues below the City, where their Ships may get up to, if their Draught of Water does not exceed twelve Feet, otherwiſe they muſt be diſburdened.

The fitteſt Time for this Trade is that of the two Fairs, held yearly in *May* and *September*, where moſt Purchaſes are made in Rixdollars, tho' ſome in Exchange for Goods brought there; but this Buſineſs is ſomething troubleſome to Strangers, as they are not ſuffered to unload their Ships, till after having ſold their Cargoes to the Burghers; and would be much more ſo, were it not that this Law is often evaded by the Goods being cloaked under borrowed Names, lent, for the Lucre of a Commiſſion.

The few Goods loaded for *Riga* conſiſt in *Rheniſh* and *French* Wines (hardly four hundred Barrels of the latter,) Spice, Salt (of which from five to ſix thouſand Laſts ſell yearly) Sugar, Tobacco, Vinegar, Paper, ſome Fruit, and Mercery Ware, tho' all theſe in ſmall Quantities. The Returns which the *Engliſh*, *French*, and *Dutch* get from hence are very conſiderable, the principal being Furs, of which there is annually brought down the *Dwina* more than a thouſand Boat Loads, beſides what come in the Winter on Sledges.

The Maſts from *Livonia* (which are very valuable) alſo Oak Plank for Shipping, Ton and Pipe Staves (in great Abundance) Deal Boards, Wheat, Hemp, Flax, and their Seeds, eſpecially the laſt for ſowing and Oil, Pitch, Tar, Wax, Tallow, and excellent Aſhes for Glaſs or Soap.

Revel is almoſt equidiſtant from *Riga*, and *Narva*: it was for ſome Time among the Number of the *Hanſiatick* Towns, but renounced their Alliance in 1550. Its Trade is always very great, but not like what it was before the *Engliſh* had diſcovered the Port of *Archangel* in the *White* Sea, and when it was the Magazine of the greateſt Part of the *Ruſſian* Products. Its preſent Exports and Imports are near the ſame with thoſe of *Riga*; to which I beg my Reader will be referred.

Narva, upon a River of the ſame Name, not leſs than the *Elbe*, has enjoyed for a long Time the Privileges of the *Hanſiatick* Cities, having been almoſt ruined, and its Trade ceaſed for near a Century; it did not begin to recover its Credit till after the Middle of the ſeventeenth. *Olearius* remarks, that in 1654, they imported here at leaſt ſixty *Dutch* Veſſels, who loaded more than the Value of five hundred Crowns in Goods, ſince which Time it has conteſted a Superiority in Trade with *Riga* itſelf, and carried it againſt *Revel*.

The Neighbourhood of *Novogorod* and *Pleſkou*, trading Cities of *Muſcovy*, from which laſt *Narva* is hardly forty Leagues diſtant, makes that of all this vaſt Empire eaſy to it; and it is the Paſſage by which almoſt all the Merchandizes which go even to *Moſcow* are tranſported.

The Commodities proper for *Narva*, or thoſe in which Foreigners inveſt their Returns, are the ſame as at *Riga* and *Revel*, and therefore need no Repetitions.

Pernaw,

Pernaw, a ſmall City on a River of the ſame Name, was formerly occupied in no other Commerce than that of Wheat, which drew here ſome foreign Veſſels to load it, but ſince the Means has been found of bringing down the River a Quantity of Maſts, (not leſs valuable than thoſe of *Norway)* and a good deal of other Wood, its Trade is greatly encreaſed; and ſince 1680, the *Dutch* have annually ſent here more than ſixty Ships inſtead of five or ſix, that they conſigned here before. Few Goods are wanted here, and almoſt all the Trade is carried on by the Intervention of old Rixdollars.

Of the Commerce carried on at Archangel *and other Places of* Muſcovy.

THE Trade of *Archangel* alſo comprehends that which may be tranſacted in a Part of *Ruſſia,* even as far as *Moſcow*, by Means of the *Dwina* on which this City is built, or other Rivers with which this vaſt Empire abounds. Beſides the *Engliſh* and *Dutch*, who alone carry on more Trade here than all other Nations put together, the *French*, *Swedes*, *Danes*, *Hamburghers*, and thoſe of *Bremen*, have their Magazines and Correſpondents at *Archangel*. The Commodities fit for this Place may be ſeen in the Deſcription of the Trade of *Holland*, to which may be added *Bourdeaux* and *Anjou* Wines, (three Quarters Red, and one Quarter White) Syrups, whitened Linen, Fuſtians, coarſe Cloth, and other light Woollen Stuffs, Ribbons, Hats, Jewels, Houſhold Stuff and Artificers Tools.

But of all the Merchandize, there is none whoſe Sale is ſo ſure, or that turns to better Account than the Caſtor from *Canada*, which often ſells for ready Money, tho' this is ſeldom the Caſe with any others.

Furs are (as one may ſay) the Foundation of the Trade carried on with *Muſcovy*, and the chief of its Exports; and altho' they do not differ in Quality from thoſe of *Lapland*, *Borandai* and *Siberia*, (of which I have already treated) yet they are to be found here in greater Quantities, on better Terms, and with leſs Riſque. The *Ruſſia* Leather, dry or ſalted Hides, Goat, Bear, or Wolf Skins; Hemp, Flax, Hogs Briſtles, Fiſh Oil, Caviar, Tallow, Tar, Wax, ſalted Salmon, *&c.* are Commodities that *Muſcovy* yields, and of which the general Staple is eſtabliſhed at *Archangel*, that ſince its being frequented by the *Engliſh*, and afterwards by other Nations, has carried away a great Part of this Trade from the *Baltick*, and particularly from *Revel*.

Of all theſe Products and Goods, the moſt eſteemed are the Hides of *Jeroſlaw*, the Honey and Wax of *Pleſkou*, the Tallow of *Vologda*, the Oil in the Neighbourhood of *Volga*, the Flax and Hemp of the great *Novogorod*, the Pitch of *Dwina*, the Sables and other Furs of *Siberia*.

Aſtracan is a City under the Dominion of the *Ruſſian* Emperor, is ſeated at the Mouth of the *Volga* in the *Caſpian* Sea; the principal Merchants trading here are *Muſcovites*, *Tartarians*, *Armenians* and *Indians*. All Sorts of Merchandizes may be ſold in the Morning at the Bazar, or Market of the *Tartars*, where other Nations have the Liberty of carrying theirs. After Noon the *Ruſſian* Bazar is held where the *Armenians* are equally admitted, and the *Indians* tranſact all their Buſineſs in their own Caravanſera.

Bratoſſiena is a Village near to *Moſcow*, on the Side neareſt to *Archangel*, where Commiſſioners are eſtabliſhed to examine all Goods deſtined for *Moſcow*, which after being ſearched, and the Lead here put on them, are no more diſturbed till their Arrival at that City.

Burates, a Nation of *Muſcovite Tartary*, which inhabit along the River *Angara*, and the Lake of *Bekal*. They are rich in Cattle, particularly in Beeves and Camels, with which the *Muſcovite* Caravans that go to and from *China*, are commonly provided here, paying their Hire in Goods, and not in Money, of which theſe People make no Account.

The Merchandiſes proper for this Place are black Sables, Pewter, or Copper Baſons; *Hambughers* red Cloths, Otter Skins, *Perſian* Silks of all Sorts of Colours, and Gold and Silver Ingots. The largeſt Ox hardly comes to four or five Rubles, and the ſtrongeſt Camel to ten or twelve, the Ruble on the footing of five Guilders as in *Ruſſia*.

Jeroſlaw, a *Muſcovite* City on the River *Vologda*, where one of the greateſt Trades of all *Ruſſia* is negociated, principally conſiſting in Hides, Tallow, Linens and Bruſhes.

Makaria, a great Monaſtry with a Village of the ſame Name, ſeated on the *Kerſimie* that falls into the *Volga*, a great River of *Muſcovy*.

This Place is famous for its annual Fair held here in the Month of *July*, and which laſts for fifteen Days. The Majority of the *Ruſſia* Merchants uſually attend it either to buy or ſell; and for the Conveniency of Trade, here is a wooden Caravanſera built where they lodge and retire their Goods.

Solowitzjogda is a *Muſcovite* City, celebrated for its Trade, where are many good ſubſtantial Merchants, and excellent Artificers, particularly in Works of Silver, Copper and Ivory: It has alſo in its Neighbourhood many Salt Ponds, that produce a great deal

of that Commodity for Tranſportation to *Vologda*, and ſeveral other Places, even as far as *Archangel.*

Tomſkoi, ſubject to the *Czar*'s Dominion, is a City ſeated on the River *Tom*, in *Muſcovite Tartary*; a great Trade is carried on from hence to *China*, by the *Cham* of *Buſuchtu*, and the *Buchares*, among which ſome *Ruſſian* Merchants mix. This Journey is made in three Months, and the ſame Time expended in their Return, but with an inexpreſſible Trouble, as every thing muſt be tranſported on Camels, even Wood and Water in ſome Places; and it would be impoſſible for the *Ruſſians*, or any other foreign Nations to perform this Peregrination alone, the Country being full of Robbers, who pillage all Paſſengers, except they be well accompanied or guarded.

I ſhall ſay nothing here of the Trade which the *Ruſſians* do, or might carry on by the *Volga* and *Caſpian* Sea to *Perſia*; by *Tartary* to *China*; and by the *Black* Sea to the Dominions of the Grand Seignor, as the other Nations of *Europe*, are but little concerned therein, except to account for the Riſe of *Peterſburg*, a modern, and now very flouriſhing City.

The late Czar, *Peter the Great*, having formed an Idea of the vaſt Advantage his Empire might reap from his ſecuring to it the Silk Trade of *Perſia*; in the Year 1722 appeared more confirmed than ever in his determined Endeavours to make himſelf Maſter of this Branch of Commerce, and in order hereto, he took Poſſeſſion (as one may ſay) of the *Caſpian* Sea, and ordered a nice Chart to be made of it, where the Ports and Roads were very regularly deſcribed, particularly the Coaſts of thoſe Countries, where Silk grew in the greateſt Plenty, ſuch as *Quilan*, *Schirvan*, and the Neighbourhood of *Schamachi*; in Effect, he accompanied an Expedition on that Sea, ſeized the City of *Andreof* in the Province of *Dagheſtan*, and laid the Foundation of another large Harbour near *Derbent*, at the Bottom of the *Baltick* in the Gulph of *Finland*, to which he gave the Name of *Peter's-Haven*, (better known by that of *Peterſburgh*) reducing the Inhabitants of *Derbent*, to have recourſe to him for Protection, and ſubmit to his Laws; and though his Project has partly failed, yet this Settlement, having been frequently benefited by the Court's Preſence and Encouragement, is in a few Years grown to be a conſiderable City, though not correſponding to the apparent Exaggeration of an anonymous Author, who ſaid ſome Years ago, that it was likely to become as magnificent as *Verſailles*, as ſtrong as *Dunkirk*, and more flouriſhing in its Trade than *Amſterdam.*

And that my Reader may form ſome Judgment of the Encreaſe of this City and its Trade, I ſhall give him an Abſtract of a Year's Imports and Exports, communicated to me by an ingenious Gentleman, whoſe Remarks may be depended on.

EXPORTS.	*Poods.*	*Arſchins.*	*Pieces.*
Briſtles	8903		
Cavear	17522		
Cordage	14570		
Flax, 12 Head	46705		
9 and 6	14570		
Hemp, clean	972959		
Outſhot	18615		
Half clean	49410		
Codillée	49530		
Hides			137971
Iron	1214770		
Iſinglaſs, firſt ſort	987		
ſecond	1551		
third	1160		
Linens, Narrow		2748658	
Broad		8695	
Brown		36419	
Craſh		1099981	
Broad Diaper		66489	
Narrow		281989	
Drillings		1968931	
Raven Duck			10789

Sail

EXPORTS.	*Poods.*	*Arſchins.*	*Pieces.*
Sail Cloth			33941
Flemiſh			7306
Oil	56345		
Silk, Legis	2703		
Sherbaff	1093		
Tallow, firſt ſort	53743		
ſecond	93291		
third	22097		
Wax	26130		

With ſundry other Articles, of which the Total Import is 4374520 Rubles,
Whereof by *Britiſh* 3157171

IMPORTS.	*Roubles.*	*Poods.*	*Arſchins.*
Ale, *Engliſh*, and Cyder, 131 Hogſheads and 6734 doz.	20018		
Allum	13297	139297$\frac{5}{8}$	
Apples and Pears	4764		
Arrack, 161 Dozen	1289		
Brandy in Anchors 48466			
Cabinet Wares	36523		
Calicoes and Chints			61690
China, Earthen Ware and Glaſs	19222		
Chocolate		25$\frac{3}{5}$	
Coffee		2938	
Cochineal		375$\frac{7}{10}$	
Copper, wrought and unwrought	12872	1916	
Cotton		32$\frac{9}{10}$	
Fiſh, 3205 Caſks; and 29656 Stock Fiſh	19129		
Gloves, Men's and Women's 2632 dozen	4554		
Gallantries for Women's Dreſs	94491		
Handkerchiefs of Silk and Cotton 1637 doz. 2875 Pieces	22096		
Hardware, and ſundry ſmall Wares	200994		
Hats, 310 dozen	6542		
Indigo		2547$\frac{1}{2}$	
Lace, Gold and Silver 298 Zitters	97547	88$\frac{37}{40}$	
Lead		3820	
Linens, Cambricks, Muſlins, *&c.* 2025 ps.	50623		71163
Needles, 16500006	8209		
Oil, in Caſks and Jarrs	35636	8838$\frac{1}{2}$	
Paints		2383$\frac{1}{2}$	
Paper, of all ſorts 1057 Reams, Hangings 10141 ps.	15358		
Pewter, wrought		2370$\frac{1}{2}$	
Shot		400	
Silk, Brocades of Gold and Silver, Paduaſoys, Sattins, Velvet, *&c.* 4394$\frac{1}{2}$ Pieces	231830		89729$\frac{1}{2}$
Skins, Beavers 7326 Pieces	25289		
Spelter		2343$\frac{1}{2}$	
Spices	19683	607$\frac{1}{4}$	
Stockings, Silk, Worſted, and Woollen 4000 doz. Pair	50785		

Sugar,

IMPORTS.	*Roubles.*	*Poods.*	*Arſchins.*
Sugar, Double Refined		$2403\frac{8}{10}$	
Single		$20360\frac{1}{4}$	
Clayed	339154	$23018\frac{9}{10}$	
Candy		$598\frac{1}{2}$	
Raw		$8096\frac{3}{5}$	
Tea		219	
Turpentine	880	225	
Tin, in Blocks		$6276\frac{1}{4}$	
Wines, Hungary and Tokay	7068		
Rheniſh and Moſelle	10143		
Champain and Burgundy, 152 Hogſheads	21950		
Muſcat, Sack, and beſt French 757 Hogſheads	34071		
Ordinary French 5856	146381		
Italian	4137		
St. Laurence 130 doz.	1560		
Wood, Logwood		5932	
Red	45100	11303	
Yellow, Fuſtick		58	
Woollens, Scarlet Shalloons			124313
D° other Colours			317791
Callimancoes	225342		123328
Druggets 86 Pieces			10100
Camblets, Everlaſtings, Bays, Flannels, &c. 1541 ps.			68540
Superfine Cloth	86892		41007
Midling	105987		70240
Soldiers, and Ordinary Yorkſhires	593357		822917
Silesia and Hamburgh 3622 Pieces	49152		2231
Pound Pieces	4664	201	
Cloth Liſts	979		97900
The whole Imports, with ſome immaterial Articles amounts to		Roubles	3300923
Duties Rixdollars 529397 with 25 *per Cent.*			$661746\frac{1}{4}$
			3962669
Ballance of Trade gained by the *Ruſſians*			$411851\frac{3}{4}$
Total Export		Roubles	4374520
Imports by *Britiſh*			1347237
Duties thereon Rixdollars 201221; 25 *per Cent.* $50305\frac{1}{4}$			$251526\frac{1}{4}$
		Roubles	$1598763\frac{1}{4}$

Shipmaſters on Arrival at *Cronſtad*, have a printed Book of Directions given them, for their Regulation; and they are allowed the Duty of ten Rixdollars, or what will amount to, under that Sum, on ſuch Goods as are their own Property.

The Ton here in Freight, is 46 Pood on Leather, and on other Goods 63 Poods, 120 Pieces of Drillings, 60 Pieces of Sail or Raven Dock, Linens, 6, 8, to 10000 Arſchins, *per* Ton as in Fineneſs.

Of

Of the Trade of Sweden.

ALTHOUGH this Kingdom has always furniſhed *Europe* with its ſuperfluous Products, it was nevertheleſs regardleſs of Trade, till Queen *Chriſtina*, both protected and encouraged it, by the Advantages ſhe granted to and procured for this Nation; which till her Reign ſeemed entirely to neglect Commerce, either by having its Attention drawn off, through its natural Propenſity to War, or the Effect of Sloth and Ignorance, which it would not be at the Pains of removing; but the Cruelty of the Duke of *Alva*, made many to eſcape from the *Low Countries*, and take Sanctuary here, to which Fugitives *Sweden* owes the major Part of the Knowledge it has acquired in Trade; and their Eſtabliſhment was ſo ſucceſsful, as to encourage a great Number of *Walloons* to tranſport themſelves here, whoſe Language and Religion ſtill ſubſiſts, in thoſe Places where they firſt ſettled.

They erected Forges and other Conveniencies for caſting of Cannon, alſo for the manufacturing of Iron Wire, and other Works of this Metal, Copper and Braſs, which their Deſcendants continue to this Day; but notwithſtanding all this, the Navigation of the *Swedes* was but trifling, till their aforeſaid Princeſs, on concluding a Peace with *Denmark* in 1644, obtained from that Crown a Conceſſion, that all the Ships, and other Effects of her Subjects, ſhould pay nothing on paſſing the *Sound*; ſince which the *Swedes* have greatly encreaſed in Shipping, and in the late War were the principal Carriers of *Europe*. The chief Articles of *Sweden's* Exports, conſiſt in Copper, Iron, Pitch, Roſin, Maſts, Boards, *&c.* In Exchange of which, it takes from foreign Parts, Salt, Wine, Brandy, Draperies and other Stuffs; Tobacco, Sugars, Spice, Paper, (of which they hardly conſume yearly two thouſand Reams in all the Country) Linen, Vinegar, Fruits, from *Provence*, ſome Mercery, and diverſe other Commodities.

The Trade which the *Swedes* have with *Portugal*, is that which they can leaſt be without, as the ſaid Kingdom chiefly ſupplies them with the great Quantities of Salt they uſe; though their Commerce with *England* yields them much more Profit, in taking off near half their Products and bringing them almoſt two-thirds more of their Value in Silver than in Goods. The leaſt is that tranſacted with *France*, as this rather ſerves to feed their Vanity, than ſupply their Needs, and conſumes but very little of the Country's Manufactures or Growths.

It is at *Stockholm*, that almoſt all the Traffick of *Sweden* is negociated; Foreigners not having the Liberty to trade in the *Bothnic* Bay, nor the Subjects of his *Swediſh* Majeſty, to bring their Goods only to this the Capital, whoſe Port is deep and ſecure, though the coming in, and going out, long and dangerous.

The *Swedes* themſelves tranſport the beſt Part of their Commodities, in their own Ships, to *Holland*, *Spain*, and *Portugal*, and ſome few proceed to *France*, to load Wine, Brandy and Salt. But the *Engliſh* and *Dutch* are the People who carry on the greateſt Trade with this Country; the firſt by their Woollens, and the latter with their Spices; though that of the *Dutch* is however the moſt conſiderable, eſpecially ſince they have in ſome meaſure rendered themſelves Maſters of the Copper Mines, and of the Pitch and Tar made there, by the great Loans they advance to the Farmers of the former, and to the Merchants of the other Materials, ſo neceſſary to Navigation, inſomuch, that theſe Commodities are to be met almoſt as cheap at *Amſterdam* as *Stockholm*.

Strangers are permitted to deliver their Goods at *Stockholm* without paying any Cuſtoms but in proportion as they go ſelling, and may, if they find no Vent here, reload them for another Market, on the Payment only of Half *per Cent.* Duty. I have already mentioned in the Section of this Country's Trade with us, the Merchandize we import from thence, and ſhall only add a Remark here concerning Copper, whoſe Purchaſe is always made with ready Money; that it is better effected in Winter than Summer, as in this latter Seaſon it is only to be had at ſecond Hand, ſo that conſequently in the former, it may be procured beſt and cheapeſt.

The cultivated Lands of this Kingdom are fertile enough, though the major Part have but little Depth; barren Soils manured with the burnt Aſhes of the Trees that grow here, often produce a very abundant Crop, without any other Tilling or Improvement, than the bare covering of the Seed. If the Inhabitants were induſtrious beyond what meer Neceſſity forces them to, it would not be difficult for them to raiſe a ſufficiency of Grain, at leaſt to ſupply their Wants; but by their Miſmanagement they cannot ſubſiſt without Supplies from *Livonia* and other Parts of *Germany*, bordering on the *Baltick*, which however are of no Service to the poor People, who live diſtant from theſe commercial Reliefs, and are obliged in a Dearth, to grind the Grain of Beech Trees Bark, and make it into Bread.

The

The Wool which their Sheep produce, is extremely coarſe, and can only ſerve to make Cloathing for the Peaſants; their Horſes are ſmall, eſpecially in the Dutchy of *Finland*, but they are hardy, ſtrong and vigorous; here are a quantity of ſavage Animals, of which the Natives hunt and eat the Bears, Elks, Deer, *&c.* and take the Wolves, Foxes, wild Cats, and ſome others, for their Furrs.

The principal Lakes of *Sweden*, are the *Weter*, *Wener*, and the *Meler*, which, with many others, are not ill provided with Fiſh, ſuch as Salmons, Pikes, Perch, Tench, Trouts, Eels, and ſeveral other ſorts unknown elſewhere; here is, above all, an infinitude of *Streamlings*, a Fiſh ſmaller than a Herring, which are ſalted in Barrels, and diſtributed all over the Country; and beſides theſe, the *North Bottom*, or the Bay that ſeparates *Sweden* from the Dutchy of *Finland*, is ſo abundant in Seals, that a large Quantity of Oil is extracted from them, and tranſported to diverſe Places. In the Lakes of *Finland*, vaſt numbers of Jacks are taken, of which ſome are ſalted, and others dried, and afterwards ſold to very good Advantage.

Among the Mines of this Kingdom there is one of Silver, which is about one hundred and forty-five Braces deep, and yields after great Labour and Trouble, near the Value of twenty thouſand Crowns of fine Silver yearly, though this is not above Four *per Cent.* Profit. The Profundity of the Copper Mine does not exceed eighteen Braces; it is of a great Extent, but ſubject to Damage from Time to Time, by the falling in of the Vault, which however is not all Loſs, as the Mineral procured from the Rubbiſh makes ſome Amends, though the Detriment of this Occurrence is always conſiderable. The Copper that is annually extracted from this Mine, produces about two hundred thouſand *French* Livres, of which the King has one-fourth Part, beſides twenty five *per Cent.* on all the Ore carried away uncleanſed; and he has the Preference of all the Silver to take it at one-fourth Part leſs than its Worth.

The Mines and Forges of Iron are here alſo very numerous, eſpecially in the mountainous Parts, where there are commodious Water-falls to turn the Mills, ſo that beſides the Iron uſed in the Country, there is yearly exported near the Value of three hundred thouſand Livres. At *Stockholm*, and the Caſtle of *Jencopingh*, near the Frontiers of *Denmark*, are large Magazines filled with this Metal, brought from *Oerbro* in *Nervia*, as Opportunities offer, and of which they are continually making all ſorts of Fire Arms. For what regards theſe Mines, there is beſides the inferior Courts, and Officers eſtabliſhed in many Places, a general one, called the *College of the Mines*, which has its Seſſions, or Aſſemblies at *Stockholm*, of which the Preſident of the Treaſury is generally the Chief, aſſiſted by a Vice-Preſident, and other Aſſeſſors; the Laws are in this more exact and circumſtantial, than thoſe for any other Affairs, and Juſtice is commonly adminiſtred here with a great deal of Care.

This Nation has no Settlements in *America*, though the Great *Guſtavus Adolphus* had projected a Company for the other *Indies*; and his Letters Patents given on this Occaſion the 14th of *June* 1626, are yet extant, by which he invited his Subjects to an Engagement in it; but the Wars which rendered him ſo famous, and wherein he ſacrificed his Life in the Arms of Victory, hindered the Execution of his Scheme, which died with him, as it is not known that any of his Succeſſors followed it, at leaſt it was never till lately put in Execution; it is true, that in the Reign of *Chriſtina* his Daughter, (ſo known and celebrated for the Love of the *Belles Lettres*, and her Abdication of the *Swediſh* Crown) her Subjects attempted ſome Settlements in the *Weſt-Indies*, where they ſent a Colony, and called their Eſtabliſhment *New Sweden*, and the City they built there *Chriſtina*; but this laſted not long, as they were drove out by the *Dutch*; and no other Eſtabliſhments have been made or Charters granted, either in *Aſia* or *America*, till the 14th of *June*, 1731, when his *Swediſh* Majeſty founded a Company, by Letters Patents in favour of *Henry Koning*, and his Aſſociates, whoſe chief End was to commence and regulate a Navigation and Trade, to certain Parts and Places in the *Eaſt-Indies*, where the other Powers of *Europe* had not acquired any Juriſdiction or particular Right of Trade. This Patent gives the ſaid Company a Liberty to ſail to and trade in all Places beyond the Cape of *Good Hope*, where other Nations have a free Commerce, for the Space of fifteen Years, but they are not to extend their Trade to any Port belonging to other *European* Princes or States without their Leave. The Ships employed in this Trade ſhall always ſail from *Gottenburgh*, and return there to unload; and the Company ſhall pay the King and Crown, during the ſaid fifteen Years, *a hundred Dalers Silbermunt per Laſt*, for every Veſſel they employ and load for the ſaid Traffick, according to their Size; for which Purpoſe they ſhall be meaſured before their Departure from *Gottenburgh*, and this Impoſt to be paid in *Carolins* in Specie, ſix Months after their Return; and the Company ſhall alſo pay for the Goods they ſhall bring from the *Eaſt-Indies*, *Two Dalers*

Dalers Silberment per Laſt, in lieu of the City Duties. The Company may fit out what Number of Ships they think proper, on Condition that they be bought or built in *Sweden*, and furniſhed there with all the neceſſary Materials, provided ſuch Ships and Materials are to be had there; but if not, the Company has Liberty to procure them where moſt convenient, only to regard benefiting the Fabricks, Products, and Manufactures of *Sweden* if poſſible. The ſaid Ships ſhall carry the *Swediſh* Merchant Colours, and be provided with Commiſſions ſigned by his Majeſty, and Paſſports from *Algiers*. The Company may employ in their Trade what Funds they judge convenient, and raiſe them either by Subſcription, or otherwiſe, as they think proper; they may alſo put aboard their Veſſels, what Guns and Ammunition they ſhall want; all ſorts of Merchandize and Products, Silver, coined, or otherwiſe, excepting the Species of the Country, bearing the Arms of his Majeſty and *Sweden*; and in like Manner may bring back, unload, and ſell, whatever Goods they will. The Ships ſhall not be ſtopt from ſailing, or hindered coming into Port on their Return, on any Pretext whatſoever. The Wood and Materials which the ſaid Company ſhall tranſport from one Part of *Sweden* to another, or from any foreign Place, for the Conſtruction or Refitting of their Ships, ſhall be exempt from all Duties, as their neceſſary Proviſions and Stores ſhall be; provided that after their Declaration at the Cuſtomhouſe, and put under Lock and Key in the Company's Warehouſes, till the Time of their embarking, they pay the Cuſtomhouſe one-eighth *per Cent.* Recognition. But for the Products and Fruits of *Sweden*, wherewith the Ships may be loaden for *India*, they ſhall pay the cuſtomary Duties, according to the Tariff, as alſo thoſe of the City. The Stopping of the Goods brought home, on carrying from the Ships to the Magazines, or from one City to another, is prohibited, after Payment of thoſe before ſtipulated to the King. The Captains ſhall, for the Diſcipline of their Sailors and Soldiers, have the ſame Authority, as Commanders of the King's Ships, though they ſhall conform to the Company's Inſtructions in every Particular relative to their Navigation and Trade, provided they are in nothing contradictory to this preſent Grant. None of the Equipage of the ſaid Ships ſhall be forced into the King's Service, nor that of any other whatſoever: but it is not permitted to employ either Soldiers or Sailors who have deſerted his Majeſty's Service. They have a Faculty to arreſt (by the Magiſtracy of the Place) all Soldiers or Sailors who ſhall have run away, before the Time elapſed, that they had engaged for. The Ships having delivered, and ſold their homeward-bound Cargoes, the Purchaſers ſhall pay no Export or any other Duties, whether they ſend the Goods to ſome other Port in *Sweden*, or directly to a foreign one, except one-eighteenth *per Cent.* called Recognition. The Direction of the Company ſhall always conſiſt of at leaſt three Perſons of Experience and Probity, who are to be either born or naturalized in *Sweden*, and Reſidents there; and the ſaid Company may make ſuch Regulations as they ſhall judge convenient, provided they are not contradictory to the Articles of this preſent Privilege. The Company may appoint what Number of Supercagoes, Officers, Sailors, Soldiers, *&c.* they ſhall deem neceſſary, whether Natives or Foreigners, which latter ſhall enjoy the ſame Privileges as *Swediſh* Subjects; or the Stock of Strangers, or others intereſted and engaged in the ſaid Company, ſhall not be arreſted on any Pretence whatſoever; and his Majeſty will naturalize all ſuch as ſhall apply for it, according to their Quality and Condition. If it happens that the Company, or thoſe employed by them, be moleſted, ill uſed, or hindered in their Trade by any one, or in any Part of the World whatſoever, his Majeſty grants them full Power to obtain Satisfaction, and do themſelves Juſtice by every convenient Means, and to repulſe all Violence; regarding thoſe as Pirates and publick Enemies who offer it, his Majeſty willing that the ſaid Power be expreſsly inſerted, in all the Commiſſions he ſhall ſign; and if contrary to all Expectation, the ſaid Ships ſhould be attacked or taken, his Majeſty after having examined the Injury done them, and found that they had in nothing acted contrary to the firſt Article of this Chapter, will grant them his Protection, and ſufficient Power to obtain Juſtice, and an entire Indemnity, either by way of Repriſals, or in the ſpeedieſt manner poſſible. All other Subjects are prohibited during the ſaid Term, to carry on any Trade to the *Eaſt-Indies*, on Penalty of his Majeſty's Diſpleaſure, and Confiſcation of their Ships, Effects, *&c.* His Majeſty promiſes to change or augment the Privileges contained in the preſent, if it ſhall be found neceſſary, for the Promotion of the ſaid Commerce. Given at *Stockholm* at the Senate, *&c.*

Of the Commerce of Switzerland *and* Geneva.

THE *Swiſs*, ſo famous for their Candour, Fidelity and Bravery, are alſo equally celebrated for the Trade which the principal Cities of their Cantons tranſact with Strangers. The Situation of their Country between *France*, *Germany*, and *Italy*, joined

to the profound Peace they have always enjoyed, and to the Facility of Tranſportation, by means of the Rivers *Rhine* and *Rhoſne* that flows from their Territories, occaſions their Traffick with thoſe States, and the *Low Countries*, to be very conſiderable, eſpecially in the Time of War, between the Powers who poſſeſs them. By the *Rhine*, *Switzerland* has a Communication with the Ocean; by the *Rhoſne* with the *Mediterranean*; and it may be ſaid, that it even makes the Communication of the two Seas; ſince that the *Rhône*, that may be gone up as far as *Seyſſel*, ſeven Leagues from *Geneva*, where the Goods embarked for *Morges*, are tranſported to *Yverdun*, and from thence go by Water, even to *Holland*; there being a Canal of Communication between *Morges* and *Yverdun* begun, and which may be finiſhed at a ſmall Expence.

Within Land, the Tranſportation of Goods from one Place to another, is eaſily performed by means of the Rivers with which it abounds, notwithſtanding the Mountains croſs the Country in many Places.

Switzerland is in no lack of any Commodity neceſſary to the Support of Life, Wood, Corn, Wine, Cattle, Sheep (whoſe Wool may be employed in making Cloathing) and Flax, are here in great Abundance; ſo that Salt in part is their only Want; but the *Tirol*, *Franche-Comte*, and *Bavaria*, are forward to furniſh it, ſo that this Article is not an Object of Commerce, being one of the Revenues of the State, who alone manage this Buſineſs, and ſell this Commodity at a very moderate Price: Some time ſince a Mine of Rock Salt was diſcovered near *Aigle* in the Canton of *Berne*, on the Frontiers of *Valay*; but this, at moſt, can only furniſh one-third of what is neceſſary for the Country of *Vaud*.

France furniſhes towards the general Imports of this Country, Salt from *Franche-Comte*; Wine, from *Burgundy*; Gold, Silver, and Silk Manufactures from *Lyons*; and many light Woollen Stuffs, made in the Provinces bordering on the Cantons.

It has from *Germany* all ſorts of Mercery, and particularly from *Nuremburg* a great Quantity of Hardware; and Hides from *Franckfort*.

Italy, eſpecially *Piedmont*, ſends it ordinary Silks, Organzines, and Fleurets ſpun, unſpun, or raw. And *Holland* ſupplies it with Cloth, Serges, Flannels, Callimancoes, painted Linens, Muſlins, Cambricks, Cotton, Ivory, Dying and Medicinal Drugs, Spice, Tea, Chocolate, Whalebone, *Ruſſia* Hides, and *India* Silks.

If we examine what *Switzerland* imports from foreign Parts, eſpecially from *France*, it will be found, that it is Luxury more than Neceſſity, obliges it to have Recourſe there; ſo that ſome Cantons convinced of this Truth, and perſuaded that good Magiſtrates ought to endeavour as much as is dependant on them to irradicate this Vice, have enacted ſumptuary Laws, prohibiting Jewels, and the uſe of all Gold and Silver in their Furniture, or on their Cloths; Silks of an exceſſive Price, and even the Entry of foreign Wine, is very ſeverely forbidden in the Canton of *Berne*, which Laws are regarded as a means to hinder the Coin from going out of the Country.

The Commodities which either the Growth or Manufactures of *Switzerland* produce, are various, according to the different Genius of the Natives in their reſpective Situations, which I ſhall deſcribe, and begin firſt with *Zurick*, Capital of the chief Canton, which is ſeated on a fine Lake very abundant in Fiſh, from whence the *Limmat* flows, that divides the City in two Parts, whoſe Communication is by two fine Wooden Bridges. Although *Zurick* has but few Bailiages, it is one of the richeſt Cantons by the Trade and Fabricks which its Inhabitants have attracted and ſet up among them, and which have flouriſhed beyond their moſt ſanguine Expectation. It is certain, that the *Zurickers* have a Genius that qualifies them for Imitation, and the Peaſant a Patience and Attachment to Labour, which aſſiſts them marvelouſly in it: and as they work cheap, it is a conſiderable Advantage to them, and recommends their Goods to a ready Sale; thus, though the Merchant and Artificer gain but little, *Zurick* poſſeſſes great Riches, a plain Indication of the good Effects that Manufactures, and Diligence in them produces.

Commerce is properly ſpeaking the Buſineſs of *Zurick*, the particular Object of its Induſtry, and the determined ruling Taſte; the moſt conſiderable Men of the City do not diſdain to intereſt themſelves in Trade, but apply to it with the ſame Diligence, as the inferior Citizens, and their great Riches never renders their Aſſiduity, Patience, and neceſſary Labour, to augment their Manufactures, and perfect their Works, irkſome; this is what makes their Republick flouriſh, and that has raiſed it to the Degree of Power it at preſent poſſeſſes.

The Silks and Organzines, which the *Zurickers* buy yearly in the *Trentin*, *Italy*, and *Piedmont*, to twiſt or throw, employ a great many People, and the Sale which they afterwards have for them in *England*, *France*, *Holland*, and elſewhere, is very conſiderbale;

derable; they alſo employ great Quantities of Silk in their own Manufactures, wrought ſeparately into ſeveral Stuffs, Handkerchiefs, Crapes, *&c.* mixt with Worſted, Cotton, Thread, or Ferret, large Parcels of Cotton is alſo ſpun here, for the aforeſaid Fabricks; Cotton Linen is made for printing, as are Stockings and Handkerchiefs of the ſame Material, the fineſt being wrought into Muſlins; and towards the End of the laſt Century, the Art of Drawing Gold and Silver Wire, was introduced here.

Winterthour is a privileged City of the aforeſaid Canton, whoſe various Manufactures have brought it it into great Reputation and Trade; here are made Muſlins, Cravats, Handkerchiefs, Cotton Cloth, Woollen Crapes, Callimancoes, Sattins, Damaſks, and Camblets in Imitation of the *Engliſh.* The Cotton is ſpun here, where they alſo dye well.

Zurzack is rendered noted for its two Fairs held at *Pentecoſt* and *St. Verera* (at the End of *Auguſt)* which attract a great Number of Merchants from diverſe Countries: And,

Scaffhouſe is the twelfth Canton, and the Staple for Steel, Copper, Lattin Wire in Rolls and Bands, which the *Swiſs* get from *Stiria*, *Salzbourg*, *Hungary*, *&c.* many Things are caſt here, and a Variety of Works eſtabliſhed, of Buttons, Trimmings for Bridles, Coach Harneſſes, and Cottons printed; though its Trade is very different from that of *Zurick*, except in the aforeſaid Articles, as it furniſhes but little to the other Cantons. It is not large, but the Soil very good and fertile in Wheat and Fruits, abundant in Paſturage, and produces excellent Wines.

Berne: For to give ſome Idea of the Trade of this City and Canton, which is the biggeſt of all, it will not be improper to repreſent to my Reader its Fertility in Grain, Wine, Paſturage, Rock Salt, and Iron Mines.

The Commerce of Horſes and other Cattle brings in here large Sums of Money; that of Grain is a principal Article; the white Wines of the Coaſt and the *Vaud* are very much eſteemed; of which the Cantons of *Fribourg*, and *Soleure*, conſume a great deal. Its Manufactures conſiſt in the ſpinning of Silk Ferret, which employs more than four thouſand Perſons; in Linens and Hempen Cloths of all ſorts, Dimities, Cotton Cloth for printing, Silk Stuffs, and others with Silk and Cotton, Flannels, Cotton and Wool, Cotton and Thread, Silk, Worſted, Cotton, and Thread Stockings, Ferrets, Tapes, and fine Paper. The greateſt Part of theſe Manufactures owes its Eſtabliſhment to the *French*, who in the Capital found an Aſylum from their Perſecution, and Succours beyond their Hopes. The Ferret Thread finds a Vent in *France*, *Germany*, and the other Parts of *Switzerland*; the Linens and Table-cloths (of which here is made a prodigious Quantity) ſell in *England*, *France*, *Spain*, and *America*, theſe being the fineſt and beſt of any wrought in all the Cantons. The Dimities are very like thoſe of *Holland* and *Flanders*; many of the Cotton Cloths are printed in ſeveral Fabricks, as well in the City, as other Places of the Canton, and the reſt are ſold for the ſame uſe, to *Geneva*, *Neufchatel*, *Morat* and *Bale.*

The Stocking Weavers get their Wools from *Leipſic*, which they have ſpun in the manner as to make Stockings of two, three, and four Threads, ſold chiefly in *Italy*, where their Beauty and Goodneſs has brought this Fabrick into great Eſteem. The Silks manufactured here ſerve principally for the Conſumption of the Cantons, among which it ſtands the ſecond in Rank, though in Bigneſs it is one-third of the whole. It has many conſiderable Towns and Places ſubject to it, where diverſe Manufactures are eſtabliſhed, or ſome Trade carried on; the chief of which I ſhall juſt mention.

Bourgdorff is a Town engaged in a pretty conſiderable Traffick with Linen, Thread and Hemp. Its Markets are frequent, and it abounds in Whitſters, having beſides ſeveral good Fabricks of Cutlery Ware.

Langtall, is a large Village, famous for its Sales of Linens, Thread, Hemp and Flax. The *Swiſs* Merchants make very conſiderable Purchaſes here of Linens (as they come out of the Looms) Tape and Laces.

Araci, a fine Town ſeated on the *Aar*, has ſome Manufactures of Worſted Sattins and Camblets, knit Stockings, Cotton Handkerchiefs, Cutlery Ware, and Horn Combs. Hides and Skins are alſo prepared here for various Uſes; and its Neighbourhood furniſhes a Quantity of Hempen and Cotton Cloth.

Lintzbourg, a Town in the Neighbourhood of *Arau*, is ſituated on a little River, and has a Manufactory for printing Linens; Cotton is ſpun here, and a large Quantity of Cloth made of that Commodity in this Bailiwick, which is one of the richeſt, and moſt conſiderable in the Canton; where is alſo a Fabrick of Hats, and Woollen knit Stockings.

Zoffingue is a tolerable large Town with many Privileges, and furniſhes Trade with ſeveral Articles

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from its Fabricks, ſuch as Flannels, Silk Ribbons and Ferrets, various ſorts of Cloth made with Cotton, and Wool, ſeparate and mixt; Cutlery Ware, and here are alſo very good Linen Printers and Dyers.

Bruck, a Town on the *Aur*, is one of the great Paſſes for Goods both by Land and Water, the River here is very deep, and ſhut in above the Town among Rocks, that render its Courſe extremely rapid, forming an Elbow called the *Fall of Bruck*, which was formerly eſteemed very dangerous, but now the Boatmen do not regard it as ſuch: In the Town and Neigbourhood ſome Woollen Stockings are knit, and here are alſo ſeveral Looms for weaving them.

Beſides the Towns dependant on *Bern* aforementioned, ſeated in the Country of *Allemand*, there are others in the Country of *Vaud*; the moſt noted of which I ſhall now add.

Lauſanne, the Capital Place of the *Vaudois*, near the Lake *Leman*, is more celebrated for the Nobility who reſide here, and for the Learned, who have adorned and ſtill adorn its Academy, than for the Extent of its Trade. There are but few Parts, that in equal Limits encloſe ſo much Gentry: and Commerce would flouriſh here, as it is one of the fineſt and moſt fertile Countries in *Europe*, if the Nobility had not imbibed the falſe Notion, of its being derogatory to their Honour.

At this Place however are made ſome Ratines, wove Stockings, fine Earthen and Delft Ware; but above all the Bookſellers Trade, and Printers Art, flouriſhes here in a great Degree, and is daily improved.

Ouchy, on the Borders of the Lake, half a League from *Lauſanne*, and which ſerves for its Port, is the Landing Place for Goods coming from *Milan* and *Valais*, by *Vevay*. Here are Halls built purely for the Reception of Merchandize, which may alſo be brought here from *Geneva*, if deſtined for *Switzerland*.

Vevay a pleaſant Town ſeated on the Lake *Leman*, half a League from the *Alps*, maintains an extenſive Commerce with *Valois*, *Savoy*, *Piedmont*, and the *Milaneſe*, from whence it gets a great deal of Rice. This is the Staple of the Merchandizes that come from thoſe Countries, or that *Switzerland* ſends thither; here is a Fabrick of Hats, Woollen Stockings, and ſome Works of Horology. Its fairs are very frequent by the Reſort af *Savoyards*, *Valaiſans*, and *Montagnards*, and are above all conſiderable for the Sale of Cheeſe, from whence *Geneva* and *Lyons* are partly ſupplied. *Vevay* is at preſent rich and populous, and its Inhabitants enjoy the Franchiſe in *France* granted to the *Swiſs* Nation; in its Neighbourhood are Quarries of fine Marble, and they have eſtabliſhed there Water Saws, which greatly facilitate the Works, ſo that ſix may operate at the ſame time on one Block, which has put the Undertakers in a Condition to furniſh very cheap Marble for inlaying Porticos and Halls according to the modern Taſte, and alſo to compoſe Chimney Pieces, *&c.* which they do in a very grand manner.

Morges, a Town alſo ſituated on the Borders of the ſaid Lake, two Leagues from *Lauſanne*, is well built, and has a good incloſed Port. This is the Receptacle of Goods from diverſe Countries, that arrive here by Water and Land; the *Genevan* Barks tranſport here weekly the Merchandize that the *Swiſs* get from *Italy*, *Piedmont*, *Savoy*, *Dauphiny*, *Lyons*, *Languedoc*, *Provence*, and *Bourdeaux*, (by the Canal of *Languedoc*) and reload thoſe which are arrived from *England*, *Holland*, the *North*, *Germany*, and *Switzerland*, deſtined for *Geneva*, *Piedmont*, *Italy*, *Spain*, and the *Southern* Provinces of *France*.

Nyon, built in the ſame manner as the two preceding Places on the Banks of the Lake *Leman*, is a great Paſs for Goods that this Town, *Valais*, and the *Milaneſe*, export from ſeveral Provinces of *France*. Its Soil is as proper for Vines, as that part of the Country of *Vaud*, bordering on the ſaid Lake, which produce thoſe good Wines of the Coaſt and *Vaud*, that are ſo much eſteemed; of which the Trade of theſe latter in *Switzerland*, and thoſe of the Coaſt in foreign Countries, is very conſiderable.

Copet, a ſmall Town two Leagues from *Geneva*, is noted for Clockwork, and its large Fiſhery.

Yverdon, a very agreeable Town, on the weſtern Extremity of the Lake of *Neufchatel*, is a conſiderable Staple, or Depoſit for Wine, Salt from *Roche*, and *Savoy*, and other Merchandize, for whoſe Reception here are large Halls built, which ſerve for no other Purpoſe. Its chief Trade however is that of Wine, and Delft Ware made here.

Avenches, on a Hill near the Lake *Morat*, was the Capital of the Country of the *Helvetians*; it has a moſt delightful Situation, and here are found ſome good Remains of Antiquity. It is a great Paſs, and ſome Years ſince, the Natives have made ſome Plantations of Tobacco, which, with thoſe of *Payerne*, and its Neighbourhood, very near furniſh a Sufficiency for the Canton's Conſumption, and produce a conſiderable Revenue to the Inhabitants, whoſe Soil being very fertile, is likewiſe abundant in Grain and Fruits.

Payerne,

Payerne, a Town of the Country of *Vaud*, ſeated on the *Broie*, between *Avenches*, and *Moudon*, is a very great Paſs. Its Territory is very fertile in Grain and Fruits, and here are fine Plantations of Tobacco, out of which the Inhabitants prepare the Rappee, after the Secret of *Clerac*, which is in Eſteem both at Home and Abroad.

Moudon, is an ancient Town built on the aforeſaid River *Broie*, fruitful in Corn, and a very conſiderable Paſs for Merchandize by Land.

Morat, ſituated on the Lake of the ſame Name, is the Staple for all the Wine of the Country of *Vaud*, ſent to *Berne*, and a great Paſs for Goods, both by Land and Water. Linens are printed here, and the Town is dependant on *Berne* and *Fribourg*.

Granſon, ſeated on the Borders of the Lake of *Neufchatel*, at a League from *Yverden*, is alſo under the Dominion of *Berne*, and *Fribourg*, and is the Staple of Salt from *Franche-Comte* for *Switzerland*, in whoſe Neighbourhood is a good Paper Fabrick, at a Place called *La Mothe*.

Lucerne is a Town built to the North of the Lake, at the Part where the *Ruſs* iſſues, which enters the *Aar*, below *Bruck*, in its Way to the *Rhine*; here are diverſe Manufactories of Hempen, Flaxen and Cotton Cloths, Fuſtians, Cotelines, woollen knit Stockings, and ſpinning of Cotton, throughout all the Canton, which abounds in Grain and Paſturage. It alſo breeds large Herds of Cattle, with which the Natives drive a great Trade, as they do in Cheeſe for the *Milaneſe*, from whence the *Swiſs* receive in Return large Parcels of Rice.

This Town has an advantageous and convenient Situation, as being on the grand Rout to *Italy*, by way of *Monte St. Godard*. And the Goods which have croſſed the *Alps* are tranſported from hence, by the Lake and River *Ruſs*, to the *Rhine*, which conveys them to the Ocean. The ſmall Cantons that want Corn, provide themſelves here with great Facility, the Lake waſhing thoſe of *Uri*, *Schwitz* and *Underwald*.

Uri is a Canton in the Vallies of the high *Alps*, and abounds in excellent Paſtures; its principal Revenue conſiſts in Cattle, and its Cheeſe finds a ready Sale in *Lombardy*. At *Altorf*, a chief Borough of the Canton, is eſtabliſhed a Fabrick for cutting and poliſhing Chryſtal, of which here are very fine Mines, and the Canton produces ſeveral Sorts of Linen for various Uſes.

Schwitz: In this Canton are made Linens of Hemp and Flax, but Cattle and Cheeſe are the two great Branches of their Trade.

Underwald, has a Revenue and Trade ſimilar to the laſt mentioned, with the Addition that here the Natives ſpin the Thread they uſe in manufacturing their Linen.

Zug, is one of the moſt agreeable of the ſmall Cantons, and its principal City with the ſame Name is well built, ſtanding on the Lake called alſo *Zug*. The Country produces Corn, Wine, a great many Cheſnuts, and has excellent Paſtures; beſides which here are Manufactures of Linen and Woollen Stuffs.

Glaris, the capital Town of the Canton, furniſhes green Cheeſes, renowned for their Goodneſs and Medicinal Virtues, given them by a certain inſerted Herb, which alſo produces their Colour, and they are called by the Inhabitants *Schabziguer*. Its Slate Quarries are reputed the fineſt in *Europe*, and furniſh the Tops of Tables of a ſurprizing Bigneſs. This Canton is rich in Cattle, and the Inhabitants very laborious; here is a great deal of Cotton ſpun, Part ſold, and the Remainder employed in the Manufactures of *Switzerland*; and ſome Linens and Stuffs are made here, according to the Cuſtom of the Country.

Baſil is a City built on the *Rhine*, which divides it into two unequal Parts; it is one of the moſt conſiderable of *Switzerland*, although properly out of it, and drives a Trade unequalled by any in that Country. Its Situation procures it the Paſſage of the Goods that come from *England*, *Holland*, the *North* and *Germany* for the Cantons and *Geneva*, and for thoſe which the *Swiſs* and *Genevans*, ſend to thoſe Countries; the Trade of the Wools of *Germany* and *Poland*; that of Cloth and other Stuffs, Drugs and Spiceries, Metals and Furrs, is very conſiderable here, as are the Engagements in Exchanges: The Activity and Penetration of its Inhabitants have long ſince rendered it noted for Trade, particularly for Linens, whoſe Fabricks are in a flouriſhing Condition. It has alſo ſeveral Manufactures of flowered Ribbons, which employ a great Number of Workmen, and are ſpread through *Germany*, *Sileſia*, *Hungary*, and *Bohemia*. The Fabricks of wove Stockings, Silk, ditto and Worſted, ſet a great Number of Looms to work, whoſe Products are ſent very diſtant to be diſpoſed of. The Manufacture in Imitation of Chints is brought to great Perfection, and does not only ſupply the neighbouring Merchants, but many others much farther off. The Paper of this

this City has been long noted for its Goodneſs; and here are Letter Founders, not only of the Characters of the living Languages, but alſo of *Greek* and all the *Oriental* Tongues, which are uſed all over *Switzerland*, in *France*, *Germany*, and elſewhere; Printing is likewiſe a conſiderable Part of the Buſineſs of the Inhabitants; among whom are alſo found Gold Beaters very expert in their Art; Fabricks of Tobacco, excellent Dyers both of Silk and Wool, Whitſters, *&c.*

St. Gall is a large fine City, ſeated two Leagues from the Lake *Conſtance*, in a narrow barren Valley, whoſe Soil produces nothing but Graſs, notwithſtanding which, moſt of the Inhabitants are rich, at leaſt very few of them ſtreightened in their Circumſtances; their Wealth flowing in with their great Trade, which chiefly conſiſts in Linen, whoſe Conſumption is very extraordinary all over *Switzerland*, and abroad. This Buſineſs is ſo conſiderable, as to place the Weavers in ſome reſpects on a Level with the Nobility; as they with the Gentry make the firſt of the twelve Tribes, of which this City is compoſed. The Manufactures of Woollen Stuffs are here alſo in a flouriſhing Condition; beſides which, this City being ſo near the aforementioned Lake, and on the Road from *Germany* to *Italy*, it ſerves as a Channel of Communication between them and its Halls are the Warehouſes for Goods that go and come.

Fribourg is a pretty large City, and Capital of the Canton bearing the ſame Name, ſeated on the River *Sane*. Its Factories are extenſive, and the Country very fine, being next to *Lucerne*, the moſt powerful of the *Roman* Catholick Cantons; the Goodneſs of its Paſtures, and the Fertility of its Soil, yield a very conſiderable Income to the Inhabitants, whereby they are placed at Eaſe, and are not ſo laborious as their Neighbours; ſo that with the Exception of the Cheeſe Trade, they bring little to it, beſides a few Hempen Linens, and ſome Hats made here. There is a Fabrick of Paper in the Neighbourhood, and a Printing-Office in the City.

Gruiere, is a ſmall Town in the Canton of *Fribourg*, noted for its excellent Cheeſes in all *Europe*; and of which the Trade is ſo very conſiderable, as to induce ſeveral Merchants of this Canton to ſettle Houſes at *Lyons*, for negociating their Sales.

Soleurre, the Capital City of the Canton with the ſame Name, has very fine Fortifications, and is ſeated in a Country extremely pleaſant; the *Aar* dividing the City into two unequal Parts. It ſerves as a Depoſite of the Goods imported to *Switzerland*, by Way of *Schaffhouſe* and *Baſil*, and which are loaded for *Yverdon* by the Lake of *Bienne*. At *Olten*, a ſmall Town on the *Aar*, and dependant on *Soleurre*, beſides other Parts of the Canton, are made a Quantity of Woollen knit Stockings, and ſome Hats, and Cutlery Ware.

Apenzel, is the principal Town of the Canton named therefrom, which is very rich in Meadows and Paſturage, fitly adapted to the Breeding of many Cattle, in which this Territory abounds; there alſo grows here a great deal of Hemp and Flax, which ſerves the Inhabitants for a Winter's Employ in making Linens, ſold afterwards to *St. Gall*, but little diſtant herefrom.

Bienne, a Town ſituated at ſome Diſtance above the Lake of this Name, between *Soleurre* and *Neufchatel*, Dependant on the Biſhop of *Baſil*, carries on a great Trade in Deal Boards, commonly twenty-two or twenty-four Feet long, as alſo in other Wood for Building; here are alſo made Variety of Ribbons and Ferrets, and it has good Tanneries, and fine Earth for Delft Ware.

Porentree, a City and Caſtle ſerving for the Reſidence of the Biſhop of *Baſil*, where is made fine Earthen Ware, Gloves, and Woollen Stockings knit and milled.

Mulhauſen, is built on the River *Ill*, five Leagues from *Baſil*, and allied with the *Swiſs*. It is ſeated in a very fertile Plain; abundant in Grain and Wine, having more than ſixty Manufactures of Cloth and Druggets; here is alſo made a Quantity of Woollen, knit and coarſe Silk wove Stockings, and Blankets; beſides which, the Place affords very good Dyers and Tanners, who have ſufficient Occupation in their different Employs,

Neufchatel, is a *Swiſs* City, Capital of the Principality of this Name; it is ſeated on the Borders of a Lake, which communicates with thoſe of *Morat* and *Bienne*, and diſcharges itſelf that Way, into the *Aar* and the *Rhine*, which extremely facilitates its Trade, not only with the reſt of *Switzerland*, but alſo with *Germany* and *Holland*, for which Places Veſſels depart twice a Year with Goods and Paſſengers; it is a very pleaſant Voyage, and is generally performed in fifteen Days. All the Subjects of this Sovereignty are exempt from Tolls, Impoſts, and other Duties, as well for the Goods they bring in, as thoſe they export on their own Accounts, neither are they obliged to declare the Contents of their Bales, or Caſes, at entring, or going out, when the Merchandize belongs to them. Here are three free Fairs in the Year, at which the Merchants pay no Cuſtoms on Imports, and but a Trifle on Extracts. Their Trade is pretty extenſive, and here are Magazines, where Traders of the

the neighbhouring Places may purchaſe the various Commodities from *India*, *England*, *Holland*, *France*, and *Germany*, at reaſonable Prices.

The chief Fabricks of the Country are printed Cottons (in Imitation of Chints) puſhed to a great Degree of Perfection, the Beauty and Vivacity of the Colours, equalling thoſe of the beſt *Aſiatick* Performances; here are alſo manufactured Thread and Cotton Stockings, of which a great Conſumption is made in *Italy*, *France*, *Spain*, *Portugal*, the *American* Iſles, and even in *Holland*, notwithſtanding the fine Fabricks of *Harlem*, the *Dutch* Merchants having diſtinguiſhed the Goodneſs of the Thread and Work, beſides a conſiderable Difference in Price. The Glovers Trade has been long in Repute, and the Thread is ſpun finer here than in *Holland*, to above the Value of forty-five Shillings Sterling *per* Pound Difference. The Manufacture of Lace is ſpread through the whole Canton; the common Sort are wrought in great Quantities in the Mountains, and a prodigious Sale is made of them abroad; in the City, the Perfection of this Commodity is puſhed to a Degree of Equality with thoſe of *Flanders* for Beauty, and to ſurpaſs them a great deal in Quality; here are alſo made Linens and Tapes, and the Chamois of *Neufchatel*, is in great Eſteem, it being ſent to *Italy*, *France* and *Germany*.

The Village of *Serrieres*, Dependant on this City, and which on Account of its Proximity might be regarded as one of its Suburbs, is conſiderable for the many Wheels, which the little River bearing its Name turns, without ever having the leaſt Interruption from the rougheſt Winters, or drieſt Summers, among which are Grinding Mills, Saws, Poliſhers, Forges, Founderies, and Battery Works, for Copper, Iron, and Paper; here are alſo made Variety of Hard Ware, but the Iron Wire and Cards of this Place, are (above all) in great Eſteem.

The Medicinal and Vulnerary Herbs found here in great Abundance, its vaſt Herds of Cattle and Plenty of Corn and Wine, with every other Neceſſary of Life, proclaims the Fertility of the Country, in which a Reſidence is rendered ſtill more agreeable by the Wholſomeneſs of the Laws, which ſecures the Property and Liberty of the Subject.

Of Geneva.

THIS City is celebrated for its Antiquity, for its advantageous Situation, for the Number of its Inhabitants, and particularly for its great Trade, which however was yet much more conſiderable before the Removal of its Fairs to *Lyons*. It is ſeated in one of the delightfuleſt Countries of *Europe*, at the Extremity of the Lake bearing its Name; and which facilitates a Commerce, that the Induſtry of its Inhabitants has rendered very extenſive. In reſpect of whoſe interior Part, this City may (with proper Limitations) be regarded as one of the Storehouſes of *France*, a Part of *Germany*, *Switzerland*, *Piedmont* and *Italy*, which Countries it ſupplies with all ſorts of Linens, Muſlins, Chints, Drugs, Spice, *Engliſh*, *French* and *Dutch* Cloths, Porcelanes, Tea, Hard Ware from *Germany* and *Foreſt*, Scythes, Sickles, Iron and Lattin Wire, Gold and Silver Galloons and Laces, Stockings, Hats, Jewels true and falſe, all ſorts of Clockwork, Variety of Files, Steel of its own Growth and from *Germany*, Tin, wrought Copper, and Books on all Subjects.

Independant of which Traffick, the diligent Inhabitants have carried it to the moſt remote Countries, by intereſting themſelves in Voyages to *America*, and the Iſles; but I ſhall add a ſhort Detail of what I have ſaid above of their Products and Manufactures, as due to a City numbered among the moſt celebrated ones of *Europe*.

Its Territories, though they are not the moſt fertile, do neverthleſs yield excellent Corn, and Wine both white and red of a good Quality; it has alſo Paſtures ſufficient for the breeding and ſupport of its Cattle; and the *Rhoſne* furniſhes it with Trout, of which ſome of above thirty Pounds Weight are exported, and carried even as far as *Paris*.

Horologery is however the moſt conſiderable Manufacture, which alone eaſily ſubſiſts near a quarter Part of the Men, Women, and Children dwelling here, who are all profitably employed in the different Branches of this Art, and have brought it to ſuch Perfection, as to yield I believe, only to *England* in it.

Gilding is alſo in a flouriſhing Condition here, where Silver Wire is drawn Gilt, as alſo with the deceitful Appearance of its being ſo made only by ſmoaking, Gold and Silver Galloons, and Laces are made of all Sorts and Qualities, Embroideries of Silk in Variety of Shades and Colours, all which are ſent into *Germany*, *Italy*, *Portugal*, *Spain*, and from thence to the *Indies*.

Another very conſiderable Fabrick, is that of painted Linens in Imitation of thoſe performed by the *Engliſh* and *Dutch*, which for Beauty of Deſign and Vivacity of Colours, are only inferior to thoſe of the ſaid two Nations.

The Bibliothecal and Printing Buſineſs is alſo very great here, and a material Object of Trade, as the Liberty

Liberty of the Preſs extends to all Sorts of Works, provided they contain nothing againſt Religion in general, Princes, and good Morals, ſo that no Objection is made againſt printing the Writings of the *Romaniſts* againſt *Proteſtantiſm*, but it is performed with the greateſt Exactneſs and Fidelity; and beſides the Books printed here, the Libraries are aſſorted with all thoſe that daily appear in *France*, *Italy*, *Holland*, and *Germany*.

There is no Place of its Size, where more Jewels are compoſed, both true and falſe, than here, and in general there reigns in this Sort of Work ſo good a Taſte, that the Trade which it attracts, cannot but engage the ingenious Artiſt, to maintain the Reputation he has already acquired.

The Fabrick of Silk Stockings goes improving, and is got into ſome Reputation, as is that of Velvets; and I ſhould do Injuſtice to the Arts, and thoſe who exerciſe them, ſhould I paſs them over in Silence, as here are Machiniſts, Engravers, Deſigners, and Mathematical Inſtrument Makers, who practiſe all theſe Employs with Succeſs and Credit; not forgetting thoſe celebrated Medalliſts (Meſſrs. *Daſſier*) who will tranſmit to lateſt Poſterity, the Delicacy and Grandeur of their excellent *Burin*.

I ſhall finiſh this Article with the Deſcription of two Manufactures lately eſtabliſhed in the Country of *Dardagny*, dependant on the Sovereignty of *Geneva*. Of which the firſt is a Fabrick of Steel in Bars of any Size, that equals in Quality moſt others made elſewhere, and which has for Offspring a Manufacture of Files and Raſps of all Sorts and Sizes.

The other is a Fabrick of Copper, producing all Aſſortments that can be deſired in this Commodity, ſuch as Bands, Cups of all Sizes, Plates, Chaldrons, and an Alloy of Metals for all Uſes, and this on cheaper Terms than elſewhere.

The Correſpondence between the Merchants of this City, and thoſe of *Marſeilles* and *Amſterdam*, and the little Way there is by Land, for the Tranſportation of their Goods to the *Rhine* and *Rhoſne*, facilitates that of the two Seas, ſo that there is hardly a Place, howſoever diſtant, where the other Nations of *Europe* ſend their Ships, that ſome of the *Genevans* are not ſeen as Partners, or Principals in the Voyage.

Having now finiſhed the deſcriptive Part of my Work, I proceed to give an Account of the Weights, Measures *and* Coins, *as my Propoſals promiſed; and I ſhall begin firſt with thoſe of my own Country.*

THE Weight in common Uſe throughout *Great Britain*, are Troy and Avoirdupois; the former conſiſting of Grains, Pennyweights, Ounces and Pounds, whereof 24 Grains make a Pennyweight, 20 Pennyweights an Ounce, and 12 Ounces a Pound, by which Bread (in Corporation Towns only) Gold, Silver, and Apothecaries Medicines are weighed; and to this Weight Corn Meaſures are reduceable, as 8 lb. Troy makes a Gallon, 16 lb. a Peck, and conſequently 64 lb. a Buſhel; Liquid Meaſures are alſo dependant on it, as their Concavities correſpond in their different Sizes thereto, from a Pint conſiſting of 12 Ounces (or a Pound) up to a Tun, containing 252 Gallons, and weighing 2016 lb. or 1890 lb. Avoirdupois; 2 Pints make a Quart, 4 Quarts a Gallon (containing 231 Cubical Inches) 63 Gallons a Hogſhead, 42 a Terce, 126 a Pipe, and 252 a Tun of Brandy, Cyder, Wine, &c.

Refiners and Jewellers alſo make uſe of this Weight in Part; the former calling their ſmalleſt Fractions Blanks, of which 24 make a Perit, 20 Perits a Droite, 20 Droites a Mite, 20 Mites a Grain, and then as above. The Jewellers divide the Ounce into 152 Parts, or Carats, and theſe into Grains, whereof four make a Carat.

By Avoirdupois Weight, all groſs Goods and baſe Metals are weighed, ſuch as Grocery, Roſin, Pitch, Tallow, Soap, Butter, Cheeſe, Iron, Lead, Copper, Allum, &c. its component Parts are Drams, Ounces, &c. of which 16 Drams make an Ounce, 16 Ounces a Pound, 28 Pounds a Quarter of a hundred Weight, or 112 Pounds, and 20 Hundred Weight or 2240 Pound a Tun; but beſides this Hundred Weight, there is another called the Stannery Hundred, by which Tin, &c. is weighed to the King. The Avoirdupois Ounce is lighter than the Troy Ounce, by near a twelfth Part, 51 Ounces Troy being equal to 56 Avoirdupois; but the Avoirdupois Pound is heavier than the Troy, 17 Pound of this latter, being equal to 14 Pound of the other.

Wool is generally ſold by the Tod, or Clove, allowing 7 Pounds to the Clove, 14 Pounds to the Stone

Stone, 28 Pounds to the Tod, 128 Pounds to the Wey, 364 Pounds to the Sack, and 4368 Pounds to the Laſt.

Lead is bought by the Fodder, which at *London*, *Newcaſtle*, &c. weighs $19\frac{1}{2}$ hundred Weight of 112 Pounds; but at *Hull* $19\frac{1}{2}$ Stannery hundred of 120 Pounds; and at *Cheſter*, &c. it is ſtill different.

In *Eſſex*, Butter and Cheeſe are weighed by the Clove (or half Stone) being 8 Pounds, of which 32, or 256 Pound is a Wey; but in *Suffolk* 42 Cloves or 336 Pounds are allowed to the Wey. Of Butter a Firkin muſt weigh 56 Pounds, and that of Soap 60 Pounds, and 4 Firkins of either make a Barrel.

A Stone of Beef at *London* is 8 Pounds, but in the Country it is commonly 14 Pounds; Horſe-Racers alſo reckon 14 Pounds to the Stone; and it is the ſame with Iron, Shot, or Wool, double the Quantity of Iron and Shot being called a Quarter, though a Stone of Sugar, Cinnamon, Nutmegs, Pepper or Allum, is but $13\frac{1}{2}$ Pound.

A Faggot of Steel is 120 Pound, and a Burden of Gad Steel 180 Pounds.

A Barrel of Gunpowder is 100 Pound, and 24 Barrels make a Laſt.

A Seam of Glaſs is 24 Stone, (of 5 Pounds each) or 120 Pounds.

A Truſs of Hay 56 Pounds, and a Load or Tun of it 36 Truſſes.

Raw Silk is ſold here by the Pound of 24 Ounces, or more properly one Pound and a half Avoirdupois, but Organcines, Trames, *&c.* by the common Pound of 16 Ounces.

In *France*, *Holland*, and moſt other Places of *Europe*, the Pound is termed Mark Weight, by Reaſon that 2 Marks of 8 Ounces compoſe it, ſo that in all Places where this Pound is uſed, it conſiſts of 16 Ounces, as with us; and as moſt Authors who have calculated the Correſpondency of theſe different Weights, have taken thoſe of *Paris* for a Standard, I ſhall follow their Example, as it is eaſy to reduce any not mentioned in the following Table by the Rule of Three, and I ſhall only take Notice of ſuch as are not inſerted therein, or that make uſe of more Weights than one.

Coningſberg reckon their Weights by Schipponds, conſiſting of 400 lb. divided into 10 Steens of 40 lb. each; 100 lb. of *Paris* make 125 lb. of *Coningſberg*, and 100 lb. of *Coningſberg* make 80 lb. of *Paris*, ſo that the *French* Hundred of Salt yields near 10 Laſts (which is little more than 40000 lb.) at this Place.

Dantzick's Schippond conſiſts of 320 lb. containing 20 Lieſponds of 16 lb. each, of which 100 lb. make 88 lb. at *Paris*, and on the contrary 100 lb, of this laſt City make $112\frac{1}{2}$ lb. at *Dantzick*. The Hundred of *French* Salt produces $11\frac{1}{2}$ to 12 *Dantzick* Laſts, (the Laſt of that Salt being 18 Tun) though the Laſt of this Commodity from *Lunenbourg* and *Haran* is only 12 Tuns.

Elbing's Weights are the ſame with thoſe of *Dantzick*.

Stetin's Schippond contains 180, and its Pierre 21 lb. the 110 lb. making 100 lb. of *Paris*. The Hundred of Salt from *France* yields here 10 Laſts.

Lubeck, the Schippond here is 3[illegible]0 lb. divided into 20 Lieſponds of 15 lb. each; and 100 lb. of this Place make 95 lb. of *Paris*, and 100 lb. of *Paris* 105 lb. of *Lubeck*.

Breſlau, 100 lb. of this Place make 80 lb. at *Paris*, and 100 lb. *Pariſian* make 125 lb. here.

Bremen's 100 lb. are reckoned equal to 97 lb. of *Paris*, and 100 lb. of *Paris*, are eſteemed 103 lb. of *Bremen*.

Naumbourg makes uſe of the ſame Weights as *Leipſick*, calculated in the Table,

Erfort computes 100 lb. to equal 92 lb. of *Paris*, and that 100 lb. of *Paris* make $108\frac{2}{3}$ lb. here.

Berne, the 100 lb. here, are computed to make 90 lb. of *Paris*, and the 100 lb. of *Paris* to make 111 lb. of theſe.

Cologne's 100 lb. make 96 lb. at *Paris*, and 100 lb. of *Paris* are equal to 104 lb. here.

Ghent, *Bruſſels*, *Malines*, *Bruges*, } correſpond exactly in Weights with *Antwerp*.

Liſle, 100 lb. of this Place make $88\frac{3}{4}$ lb. of *Paris*, and 100 lb. of *Paris* makes 114 lb. here.

St. Malo commonly ſuppoſed to have its Weights equal with thoſe of *Paris*, though by ſome reckoned to be 2 *per Cent.* leſs.

Bayonne, has its Weights equal with thoſe of *Paris*; and at *Lyons* two Sorts of Weights are in uſe; thoſe of the City, by which all Species of Groſs Goods are ſold, and whoſe Pound, conſiſting of 16 Ounces, only makes 14 Ounces Mark Weight; the other for Silk only, containing 15 Ounces the Mark, ſo that 100 lb. of Silk, makes 108 lb. City Weight.

Genoa, this City has five Sorts of Weights, the firſt called the *Great Weight*, uſed in the Cuſtomhouſe; the ſecond *Caſh Weights*, for Plate and Coin; the third *Cantaro*, or the common Quintal, by which are weighed Groſs Goods that are ſold, the fourth called the *Great Ballance*, by which Raw Silks are weighed; and the fifth is called the *Small Ballance*, that ſerves for weighing fine Goods.

$90\frac{4}{5}$ Rotoli, or Pounds,	*Great Weight*	make 100 lb. of *Paris.*
100 Rotoli	*Caſh Weight*	
100 Rotoli	*Common Weight*	
144 lb.	*Great Ballance*	
153 lb.	*Small Ballance*	

Rome, 100 lb. of this City, make within a Trifle $71\frac{1}{2}$ lb. at *Paris*, and 100 lb. of *Paris* make 140 lb. of *Rome*.

At *Leghorn* they make uſe of two Sorts of Weight- *viz.* great and ſmall.

95 lb. great Weight } of *Leghorn*, make 100 lb. of *Paris*.
140 lb. ſmall Weight }

The Quintal is reckoned variouſly, according to the Specie of Goods ſold by it, *viz.* the Quintal of *Roman* Allum, of Poorjack, dried and pickled Herrings, and ſalted Salmon, is ſold here by that of 150 lb. The Quintal for Sugars 151 lb. and for Wool and Fiſh 160.

Florence has the ſame Weights as at *Leghorn*.

Lucca has likewiſe two Sorts of Weight, *viz.*

Great Weight of which $94\frac{1}{3}$ Rotoli, or Pounds } make 100 lb. of *Paris*.
Small Weight of which 141^{1} Rotoli, or Pounds }

Palermo in *Sicily* uſes alſo two Sorts of Weights, of which,

100 Rotoli, Great Weight } make a Trifle leſs than { $141\frac{2}{3}$ lb. } of *Paris*.
100 lb. Small Weight } { 65 lb. }

At *Venice* the Weights are likewiſe different, the Pound of the ſmall Weight conſiſting only of 12 Ounces, and the Pound of the great Weight $18\frac{4}{5}$ of the ſame Ounces; or it is otherwiſe reckoned that

100 lb. great Weight make 158 lb. ſmall Weight, and
100 lb. ſmall Weight $63\frac{1}{2}$ lb. great Weight,
100 lb. great Weight } making { $95\frac{1}{2}$ lb. } of *Paris*.
100 lb. ſmall Weight } { 60 lb. }

And 100 lb. of *Paris* makes at *Venice* { 104 lb. great Weight,
{ 166 lb. ſmall Weight.

Bologne, 100 lb. of this Place make 66 lb. at *Paris*, and 100 lb. of *Paris* make $151\frac{1}{2}$ lb. of *Bologne*.

Bergame, like *Venice*, has two Sorts of Weights, *viz.* great and ſmall; this latter has only 12 Ounces to the Pound, and the great has 30 Ounces or $2\frac{1}{2}$ ſmall Pounds. The ſmall ſerves for weighing Silk, Cochineal, Indigo, Wax, and other Drugs; and the great for Wool, and other Groſs Goods.

100 lb. ſmall Weight } of *Bergame*, make { 59 lb. } of *Paris*, and
100 lb. great Weight } { $147\frac{1}{2}$ lb. }

100 lb. of *Paris* make { 169 lb. ſmall Weight } of *Bergame*.
{ 68 lb. great Weight }

The Weights of *Naples* are the ſame with thoſe of *Bergame*.

Smyrna uſes the Cantar, or Quintal, with its Fractions for the Weight of Goods.

The Quintal weighs 45 Oques, or Okkes, or 100 Routels.

The Batmen makes 6 Oques,
The Sechie 2 Ditto
The Routel makes 180 Dragmes,
The Oque 400 Ditto

The Quintal of 100 Routels or 45 Oqués as above, is equal to 114 lb. of *Paris*; on which Footing 100 lb. of *Paris* make about $87\frac{5}{7}$ Routels of *Smyrna*.

It is reckoned that the Oque weighs a trifle more than $2\frac{1}{2}$ lb. of *Paris*, but this is according to the Goods weighed by it.

Conſtantinople

Conſtantinople has the heavieſt Weights in all the *Levant*, though they are diſtinguiſhed as at *Smyrna*.

The Quintal conſiſts of 45 Oques, and the Oque of 400 Dragmes, correſponding to $2\frac{9}{16}$ lb. of *Paris*.

It is reckoned that the Quintal of *Conſtantinople* weighs { $112\frac{3}{4}$ lb. of *Paris*, 181 lb. of *Venice*, 160 lb. of *Legborn*. }

Being divided into Rottes, Oques, Batmens, *&c.* as at *Smyrna*.

At *Aleppo*, they made uſe of diverſe Sorts of Weights, *viz.*

The Quintal, or Cantar, of 100 Rottels, each conſiſting of 720 Dragmes.

The Surlo, which is $27\frac{1}{4}$ Rottels.

The Rottel, with which moſt Goods are weighed containing (as above) 720 Dragmes, which make $4\frac{8}{17}$ lb. of *Paris*.

The Rottel for weighing the Silks growing in the Neighbourhood, is of 700 Dragmes, and weighs $4\frac{10}{13}$ lb. of *Paris*.

The Rottel for weighing *Perſian* Silks, Legi de Burma, Ardaſſe, and Ardaſſete, contains 680 Dragmes, and weighs $4\frac{14}{19}$ lb. of *Paris*.

The Damaſſin Rottel, with which Braſs, Latin Wire, Amber, Camphire, Benzoin, Spikenard, Balm of *Mecca* and Aloes Wood, are weighed, contains 600 Dragmes, and makes $3\frac{16}{78}$ lb. of *Paris*.

The Ok, or Oque, weighs 400 Dragmes.

The Metical, with which Pearls and Ambergreaſe are weighed, is $1\frac{1}{2}$ Dragme.

1 lb. of *Paris*	make at *Aleppo*	156	Dragmes.
1 lb. ſmall Weight of *Venice*		98	
1 lb. great Weight of D°		112	

The Quintal of *Tripoli* make $1\frac{1}{4}$ Quintal of *Aleppo* of 720 Dragmes.

At *Seyda* (the antient *Sidon*) two Sorts of Weights are in uſe, *viz.*

The Rottel Damaſſin, or Damaſquin, by which all Sorts of Silks and Cotton Thread is ſold; it is reckoned 600 Dragmes, which make $3\frac{3}{4}$ lb. of *Paris*. And the Acre, by which moſt of the Groſs Goods are ſold, equal to $4\frac{4}{5}$ lb. of *Paris*.

Alexandria, makes uſe of a Cantar or Quintal for the weighing of Goods, which varies according to the different Species weighed by it, as for ſome it conſiſts only of 100 Rottels, and for other, 105, 110, $112\frac{1}{2}$, 115, 120, 125, 130, and 133.

The Rottel Farfarin is 144 Dragmes, 100 of which Rottels are reckoned equal to 125 lb. of *Legborn*.

The Rottel Gerouin, is 312 Dragmes.

The Okke, or Oque is 400 Dragmes.

The Cantar, or Quintal of 100 Rottels, is ſuppoſed equal to 120 lb. of *Paris*.

Roſetto, has its Weights the ſame as thoſe laſt mentioned of *Alexandria*.

Grand Cairo, makes uſe of the Quintal, or Cantar of 100 Rottels for the weighing moſt of its Goods, reckoned equal to 88 lb. of *Paris*; though a Quintal of Coffee yields 95 lb. at *Amſterdam*, which are (as has been obſerved) the ſame with thoſe of *Paris*.

Theſe are all, or at leaſt the principal Places of Trade, whoſe Weights are not mentioned in the ſubſequent Table, ſo that I have nothing more to add on this Subject.

A TABLE of the AGREEMENT which the WEIGHTS of the

N. B. As the Weights of *Amſterdam*, *Paris*, *Bourdeaux*, *Straſbourgh*, *Beſançon*, and ſeveral other Places, have but the minuteſt Difference, they are all comprehended under that of *Amſterdam*, as thoſe of *Nuremberg* are under *Francfort*, and others in the ſame Manner.	Are equal to	Of *England*, *Scotland*, and *Ireland*.	Of *Amſterdam*, *Paris*, *&c.*	Of *Antwerp*, or *Brabant*.	Of *Rouen*, the Viſcounty Weight.	Of *Lyons*, the City Weight.	Of *Rochelle*.	Of *Toulouſe*, and *Upper Languedoc*.	Of *Marſeilles*, or *Provence*.	Of *Geneva*.
100 lb. of *England*, &c.		100	91 8	96 8	88	106	90 9	107 11	113	81 7
100 lb. of *Amſterdam*, *Paris*, &c.		109 8	100	105 8	96 4	116	99	118	123 8	89
100 lb. of *Antwerp*		103 12	94 12	100	91 4	110	93 13	111 12	117	84 5
100 lb. of *Rouen*		113 14	104	109 12	100	120 8	102 15	122 11	128 8	92 9
100 lb. of *Lyons*		94 3	86	90 12	82 12	100	85 2	101 8	106 4	76 8
100 lb. of *Rochelle*		110 9	101 0	106 8	97 3	117	100	119 3	124 12	89 14
100 lb. of *Toulouſe*, &c.		92 6	84 12	89 6	81 8	98 5	83 15	100	105 4	75 7
100 lb. of *Marſeilles*		88 11	81	85 8	78	94	80 3	95 9	100	72
100 lb. of *Geneva*		123	112 6	118 8	108	130 5	111 6	132 9	128 4	100
100 lb. of *Hamburgh*		107 5	98	103 6	94 4	113 10	97	115 10	121	87 4
100 lb. of *Francfort*, &c.		111 11	102	107 8	98 3	118 5	101	120 6	126	90 12
100 lb. of *Leipſick*, &c.		104 5	95 4	100	91 12	110 8	94 4	112 6	117 12	84 12
100 lb. of *Genoa*		73	66 ⅔	70 5	64	77 5	66	78 10	82 5	59 5
100 lb. of *Leghorn*		75 8	69	72 12	66 6	80	68 5	81 6	85 4	61 6
100 lb. of *Milan*		65 3	59 8	62 12	57 4	69	58 14	70 3	73 8	53
100 lb. of *Venice*		65 11	60	63 6	57 12	69 10	59 6	70 13	74 2	53 6
100 lb. of *Naples*		64 10	59	62 4	57	68 7	58 6	69 10	72 14	52 8
100 lb. of *Seville*, *Cadiz*, &c.		103 7	94 8	99 12	91	109 10	93 9	111 8	116 11	84 2
100 lb. of *Portugal*		95 4	87 8	92	84 4	101 8	86 10	103 4	108	77 14
100 lb. of *Leige*		104	95	100 3	91 7	110 3	94	112	117 5	84 8
100 lb. of *Ruſſia*, or *Muſcovy*		88 12	81 4	85 ⅔	78	94 ½	80 6	95 9	100 5	72 4
102 lb. of *Sweden*		93 7	85 8	90 2	82 3	99	84 9	100 9	105 9	76 1
100 lb. of *Denmark*		111 12	102 4	107 13	98 5	118 7	100 15	120 5	126 4	91

By Means of this TABLE may be eaſily ſeen, the Agreement which the Weights of one Place have with thoſe of another; *as for Example*; if it is wanted to be known how many Pounds 100 *Engliſh* make at *Amſterdam*, look for *England*, *&c.* in the firſt Column, and from thence along the Line to the Column under *Amſterdam*, and it will there be found, that 91 lb.

PRINCIPAL PLACES in *EUROPE* have with each other.

Of *Hamburgh.*	Of *Francfort, &c.*	Of *Leipſick, &c,*	Of *Genoa.*	Of *Leghorn.*	Of *Milan.*	Of *Venice.*	Of *Naples.*	Of *Seville, Cadiz, &c.*	Of *Portugal.*	Of *Liege.*	Of *Ruſſia.*	Of *Sweden.*	Of *Denmark.*
93 5	89 7	96 1	137 4	132 11	153 11	152	154 10	97	104 13	96 5	112 1/3	107 1/24	89 1/2
102	98	105	150	145	168	166	169	106	114 8	105 4	123 1/12	117	97 13
96 10	92 13	99 8	142 2	137 6	159 3	157 1/3	160 2	108	108 8	99 11	116 2/3	110 11/12	92 3/4
106	102	109 4	150	150 13	174 11	172 2/3	175 12	110 4	119	109 7	128	121 15/24	101 5/6
87 12	84 4	90 5	129	124 11	144 8	142 3/4	145 6	91 3	98 8	90 8	106 1/4	101	84 7/16
103	99	106	151 8	146 7	169 11	167 10	170 11	107	115 10	106 5	124 1/3	117 11/12	98 13
86 7	83	89 8	127 2	122 14	142 6	140	143 4	89 13	97	89 3	104 9/16	99 5/12	83 1/8
82 10	79 6	85 8	121 8	117 7	136 1	134 8	136 14	85 13	92 12	85 4	99 2/3	94 3/4	79 3/16
114 10	110 2	118	168 9	163	138 13	186 8	189 14	119 2	128 8	118 4	138 1/4	131 7/16	109 7/8
100	89 11	102 15	147	142 2	164 10	162 11	165 10	103 13	112 4	103 2	120 11/16	114 17/24	95 7/8
104	100	107 1	153	147 14	171 6	169 5	172 6	108 2	116 13	107 6	125 7/8	119 2/3	100 1/16
92 2	93 5	100	142 13	138 1	160	158 2	161	101	109	100 4	117 1/4	111 5/12	93 1/8
68	65 5	70	100	96 11	112	110 11	112 11	70 11	76 5	70 6	83 7/8	79 3/4	66 5/8
70 6	67 10	72 8	103 8	100	116	114 8	116 9	73	79	72 10	84 7/8	80 2/3	67 7/16
60 1	58 5	62 8	89 4	86 4	100	98 12	100 8	63	68 2	62 10	73 1/4	69 2/3	58 1/4
61 3	58 13	63	90	87	100 13	100	101 6	63 9	68 11	63 2	74	70 5/8	58 11/16
60 2	57 13	62	88 8	85 8	99 2	98	100	62 8	67 9	62	72 13/16	69 5/8	57 7/8
96 6	92 10	99 4	141 12	137	158 12	156 14	159 12	100	108 3	99 14	116	110 1/3	92 5/16
89 4	85 12	91 13	131 4	126 13	147	145 4	148	92 12	100	92	107 13/16	102 1/8	85 3/8
96 14	93	99 12	142 8	137 12	159 9	157 11	160 10	100 9	108 12	100	116 15/16	111 1/8	92 15/16
82 13	79 6	85 4	121 13	117 13	136 7	134 15	137 4	86 3	93 1	85 8	100	95	79 7/16
87 3	83 9	89 12	128 3	124	143 9	142	144 7	90 9	97 15	90	105 1/4	100	83
104 4	99 14	107 5	153 5	148 4	171 11	169 13	172 12	109 1	117 1	107 10	125 5/8	119 7/12	100

91 lb. 8 oz. *Dutch*, correſpond with 100 *Engliſh*, and ſo with any other Weight ſought for, and *vice verſa*; noting, that the above Calculations are in Pounds, and Ounces of 16 to the Pound.

Mr.

Mr. *John Peter Ricard*, having furniſhed us in his Book entitled, *Le Negoce d'Amſterdam*, and ſeveral other Authors in their different Works, with a Calculation of the Agreement, which the ſeveral Corn Meaſures of *Europe* have, with thoſe of that City, I herewith dedicate it to my Reader's Service, in hopes it may be uſeful to many of them in their ſeminal Negociations; but previous thereto, I ſhall give ſome Account of the Fractions of the different Meaſures mentioned therein, and of thoſe that are not there inſerted.

The dry Meaſures at *Amſterdam* for Corn are,

The Laſt, containing 27 Muddes, or 36 Sacks.
The Mudde containing 4 Schepels.
The Sack containing 3 Schepels; and Retailers ſtill divide
The Schepel into 4 Vierdevat, and
The Vierdevat into 8 Kops.

The Laſt	of Wheat commonly weighs from	4600 to 4800 lb.	Mark Weight.
	of Rye	4000 to 4200 lb.	
	of Barley	3200 to 3400 lb.	

The Laſt of *Monnikendam, Edam,* and *Purmerent,* is equal to that of *Amſterdam.*

The Laſt	of *Hoorn*	is of 22 Muddes, or 44 Sacks, and the Sack of 2 Schepels.
	of *Enkhuyſen*	
	of *Muyden*	
	of *Naarden*	
	of *Weſop*	

The Laſt of *Haarlem* is of 38 Sacks, and the Sack of 3 Schepels; 4 Schepels making one Hoed of *Rotterdam*, and 14 Sacks, 1 Hoed of *Delft.*

The Laſt of *Alkmaar*, is of 36 Sacks; the Hoed 4 Schepels; but the Hoed is 5-8ths bigger than that of *Rotterdam.*

The Laſt of *Leyden*, is of 44 Sacks, and the Sack of 8 Schepels.

The Laſt of *Rotterdam, Delft* and *Schiedam*, is compoſed of 29 Sacks, and the Sack of 3 Schepels, of which 10 2-3ds make an Hoed; the (Laſt of theſe Places being two *per Cent.* bigger than that of *Amſterdam)* And this Laſt for Hemp-Seed, is alſo of 29 Sacks, and for Linſeed 24 Tons or Barils.

The Laſt of *Dort* or *Dordrecht*, is of 24 Sacks, the Sack of 8 Schepels, and 8 Sacks make 1 Hoed. All Grains are bought and ſold here by the Hoed, which make 8 Barils or 32 Schepels, counting 4 Schepels to the Baril; and 3 Hoeds make 1 Laſt of *Amſterdam.*

The Laſt of *Gouda*, or *Tergouw*, is of 28 Sacks, and the Sack of 3 Schepels; 32 Schepels making 1 Hoed.

Four Hoed of *Oudewater, Heuſden, Gornichem,* and *Leerdam*, make 5 Hoed of *Amſterdam:* 2 Hoed of *Gornichem* make 5 Achtendeelen, or Huitiemes, and 1 Laſt, and 4 Hoed, make 5 Hoed of *Delft.*

Twenty eight Achtendeelen or Huitiemes of *Aſperen*, make 32 Huitiemes of *Rotterdam:* 26 Huitiemes of *Worcum*, alſo make 32 Huitiemes of *Rotterdam.*

The Laſt of *Breda*, for hard Grain, ſuch as Wheat, Rye, Barley, and the like, is of 33 1 half Veertels, or Quartieres; and the Laſt of Oats, is of 29 Vertels; 13 Vertels of hard Grain, making 1 Chapeau of *Delft*, and 14 Veertels of *Antwerp.*

Corn Meaſures of the Province of *Utrecht.*

The Laſt of *Utrecht*, conſiſts of 25 Muddes or Sacks; 6 Muddes making 5 Mouwers, and 10 1-half Muddes or Sacks, 1 Hoed of *Rotterdam.*

The Laſt of *Amerſort* is of 16 Muddes, or of 64 Schepels; 6 Muddes making 1 Sack, or 1 Hoed of *Rotterdam.*

The Laſt of *Montfort*, is of 21 Muddes, the Mudde making 2 Sacks, and the Hoed containing 4½ Huitiemes more than that of *Rotterdam.*

The Laſt of *Yſelſteyn*, contains 20 Muddes, each Mudde 2 Sacks, and the Hoed 3 Huitiemes more than that of *Rotterdam.*

The Laſt of *Vianen* is alſo of 22 Muddes, the Mudde of 2 Sacks, and the Hoed contains 2 Huitiemes more than that of *Rotterdam.*

Corn

Corn Meaſures in the Province of *Friſe.*

The Laſt { of *Leeuwarden* / of *Haarlingen* / of *Groninguen* } is of 33 Muddes of 18 Tons or 36 Loopers, which make 3 Hoed of *Rotterdam.*

Corn Meaſures of the Province of *Gueldre.*

The Laſt of *Nimeguen* is of $21\frac{1}{3}$ Mouwers, and that of *Arnbem* and *Doeſburg* of 22 Mouwers; the Mouwer is 4 Schepels, and 8 Mouwers make 1 Hoed of *Rotterdam.*

The Laſt of *Thiel*, conſiſts of 21 Muddes; the Hoed of *Rotterdam* being an Achteling or Huitieme bigger.

The Laſt of *Roermonde*, is of 68 Schepels, or Archtelings; 100 Veertel or Quartiers, making 1 Hoed of *Rotterdam.*

The Laſt of *Bommel* is of 6 Achtendeels; or 18 Muddes greater than that of *Rotterdam.*

At *Harderwyk* it is reckoned that eleven Muddes make 10 of *Amſterdam.*

Corn Meaſures of the Province of *Over-Yſſel.*

The Laſt of *Campen* contains $24\frac{1}{2}$ Muddes for Wheat, of which 9 make 1 Hoed of *Rotterdam.*

The Laſt of *Zwol*, is of 26 Sacks, or 9 Muddes, which make 1 Hoed of *Rotterdam.*

The Laſt of *Deventer*, is of 36 Muddes, counting 4 Schepels to the Mudde.

Corn Meaſures of the Province of *Zeeland.*

The Laſt of *Middlebourg*, is reckoned 41 Sacks and 1 Achtendeel; reckoning 2 Achtendeels to the Sack.

The Laſt of *Vliſſingen* or *Fleſſingue*, and that of *Veer* or *Terveer* is of thirty Sacks

The Laſt of *Zirickzee*, *Ter-Goes*, *Bommene*, *Tertolen*, *Stavenes* and *Duyvelant* is of 37 ¹ Sacks.

The Laſt of *Sommelſdyk*, *Dirkſland*, *Middlebarnes*, *Oeltieſplaat*, *Pays del'Utiten*, and *La Brille*, is of $38\frac{1}{2}$ Sacks, but all theſe aforeſaid Meaſures are reducible, and near equal to the Laſt of *Middlebourg*, becauſe $2\frac{1}{2}$ Achtendeels, make the *Zeeland* Sack, or the *Middlebourg* Sack of two Achtendeels; as abovementioned.

Corn Meaſures for the Province of *Brabant.*

The Laſt of *Antwerp* for Wheat, is of $37\frac{1}{2}$ Verteels or Quartieres, and that for Oats of 37. The Verteel being divided into 4 Mukens, and 14 Verteels making the Hoed of *Rotterdam.*

At *Bruſſels* 25 Sacks are reckoned for an *Amſterdam* Laſt of Wheat.

The Laſt at *Malines* is of $34\frac{1}{2}$ Verteels the 100 Verteels making 108 of *Antwerp*, and 12 Verteels making 29 Achtendeels of *Delft.*

The Laſt of *Louvain* is of 27 Muddes, and the Mudde of 8 Halſters.

The Laſt of *Breda* for Wheat is of $33\frac{1}{2}$ Verteels, and of 29 for Oats, the 13 Verteels making 18 Sacks, or 1 Hoed of *Rotterdam.*

The Laſt of *Steenbergen*, is of 35 Verteels.

The Laſt of *Bergen-op-zoom* is of 63 Siſters for Wheat, and $28\frac{1}{2}$ for Oats.

The Laſt of *Boiſleduc*, is of $20\frac{1}{2}$ Mouwers, of which 8 make 1 Hoed of *Rotterdam.*

Corn Meaſures of *Flanders.*

The Laſt of *Ghent* contains 56 Halſters for Wheat, and 38 for Oats; 12 Halſters making 1 Mudde, or 6 Sacks, ſo that each Sack is 2 Halſters, and Corn is bought and ſold here by Muddes or Halſters.

The Laſt of *Bruges*, is of $17\frac{1}{2}$ Hoed for Wheat, and $14\frac{1}{2}$ for Oats, which makes our Laſt of *Amſterdam*, and one Hoed of this Place yields $4\frac{14}{35}$ Achtendeels of *Delft.*

The Laſt of *St. Omer* is of $22\frac{1}{4}$ Razieres.

The Laſt of *Dixmude* for Wheat is reckoned to be $3\frac{1}{2}$ Raziers, and 24 Raziers for Oats; the Razier making 2 Schepels of *Rotterdam.*

The Laſt of *Liſle* conſiſts of 38 Raziers for Wheat, and 30 Raziers for Oats, the Razier making 2 Schepels of *Rotterdam.*

Eighteen Raziers of *Dunkirk* make 1 Hoed of *Rotterdam*; Sea Meaſure is 9 Raziers, which weigh 280 to 290 lb. Mark weight each, but the Land Raziere only weighs 245 lb. of the ſaid Weight.

At *Gravelines* 22 Raziers is reckoned to the Laſt of Wheat, and $18\frac{3}{4}$ for Oats.

Corn Meaſures in the Country of *Leige.*

The Laſt of *Leige* is 96 Setiers, and the Setier conſiſts of 8 Muddes.

The

The Laſt of *Tongres* for Wheat is 15 Muddes, and for Oats 14.

Corn Meaſures of *Great-Britain* and *Ireland.*

The Laſt of theſe Iſlands contains $10\frac{1}{4}$ Quarters; the Quarter is 8 Buſhels, and each Buſhel 8 Gallons, or 4 Pecks; the Laſt being equal to that of *Amſterdam.*

Corn Meaſures of ſeveral Places in the *North.*

The Laſt of *Dantzick* is equal to that of *Amſterdam,* it being reckoned commonly to weigh 16 Schipponds of 340 lb. each, making 5440 lb. *per* Laſt; *Dantzick* Weight for Wheat, though the Laſt for *Rye,* is only counted 15 Schipponds, or 5100 lb.

The Laſt of *Coningſberg,* is alſo equal to that of *Amſterdam,* and Corn is bought and ſold here by Guilders and Gros of *Poland.*

The Laſt of *Riga,* contains 46 Loopens, which makes a Laſt of *Amſterdam*; Corn ſells here for Rixdollars of 3 Guilders, or 90 Gros.

The Laſt of *Copenhagen* is of 42 Tons, or 80 Scheppels, though it varies according to the different Sorts of Grain, even as far as to 96 Scheppels.

In *Sweden,* the Laſt is reckoned 23 Tuns.

The Laſt of *Hamburgh* contains 90 Schepels, 12 of which Laſts make 13 of *Amſterdam.*

The Laſt of *Lubeck* is 85 Schepels, of which 95 make a Laſt of *Amſterdam.*

The Laſt of *Embden* conſiſts of $15\frac{1}{4}$ Tuns. And

The 24 Laſts of *Bremen,* make 23 of *Amſterdam.*

Corn Meaſures in ſeveral Parts of *France.*

The chief Meaſure for Grain, is called at *Paris,* and in many other Cities of that Kingdom, a Muid, which is divided into 12 Setiers, and the Setier into 12 Boiſſeaux, or Buſhels; the Setier for Wheat is again divided into 2 Mines, the Mine into 2 Minots, and the Minot into 3 Boiſſeaux. The Setier of good Wheat ought to weigh from 244 to 248 lb. Mark.

The Setier of Oats is divided into 24 Boiſſeaux, the Boiſſeau into 4 Picotins, the Picotin into 8 Demi-quarts, and the Demi-quart into 2 Litrons.

The Muid or 12 Setiers of *Paris,* make 17 Muddes of *Amſterdam,* and 19 Setiers the *Amſterdam* Laſt.

The Muid of *Rouen,* contains 12 Setiers, making 14 Setiers of *Paris,* which Muid ought to weigh 3360 lb. Mark Weight of Wheat, as the Setier weighs about 280 lb. which is divided into 2 Mines, and the Mine into 4 Boiſſeaux; 4 Muids are equal to 3 Laſts of *Amſterdam,* 6 Setiers making 10 Muddes or $1\frac{1}{3}$ Muid an *Amſterdam* Laſt.

The Muid of *Orleans* ought to weigh 600 lb. it is divided into 12 Mines, and makes $2\frac{1}{2}$ Setiers of *Paris,* 5 Boiſſeaux of *Bourdeaux,* or $3\frac{1}{3}$ Muddes of *Amſterdam.*

The Meaſure for Corn uſed at *Lyons* is called an Aſnée, which is divided into 6 Bichets, or Boiſſeaux, and makes near $1\frac{1}{4}$ Setier of *Paris,* or 3^2 Boiſſeaux of *Bourdeaux*; ſo that 4 Aſnées make 7 Muddes of *Amſterdam.*

8 Boiſſeaux of *Roan,* make 1 Setier of *Paris,* or $1\frac{1}{2}$ Mudde of *Amſterdam.*

3 Aſnées of *Macon,* make 7 Muddes of *Amſterdam.*

5 Boiſſeaux of *Avignon* make $4\frac{1}{4}$ Muddes of *Amſterdam.*

The Setier of *Montpelier* is of 2 Emines, and the Emine of 2 Quarts; the Setier weighs from 90 to 95 lb. *Montpelier* Weight, and 3 Setiers make $1\frac{1}{2}$ Muddes of *Amſterdam.*

The Setier of *Caſtres* in *Languedoc,* conſiſts of 2 Emines, the Emine of 4 Megeres, and the Megere of 4 Boiſſeaux; the Setier weighs near 200 lb. of this Place, which make 170 lb. Mark, ſo that 100 Setiers make 4 Laſt of *Amſterdam.*

38 Boiſſeaux of *Bourdeaux,* make 1 Laſt of *Amſterdam,* or 19 Setiers of *Paris*; the ſaid Boiſſeau ought to weigh from 122 to 124 lb. Mark, when the Wheat is good.

4^2 Setiers of *Amiens,* make $1\frac{1}{2}$ Mudde of *Amſterdam*; the Setier is here divided into 4 Piquets, and ought to weigh 50 or 52 lb.

8 Setiers of *Bologne* (in *Picardy*) make 13 Muddes of *Amſterdam,* and ought to weigh 270 lb. ſmall Weight.

12 Setiers of *Calais,* make $18\frac{1}{2}$ Muddes of *Amſterdam*; the Setier weighs about 260 lb. 12 whereof making 13 at *Paris.*

19	Setiers of *St. Valery,* make 1 Laſt	of *Amſterdam.*
18	Mines of *Dieppe,* make 17 Muddes	of *Amſterdam.*
$5\frac{3}{4}$	Boiſſeaux of *Havre de Grace,* make $1\frac{1}{2}$ Mudde	of *Amſterdam.*
14	Boiſſeaux of *Amboiſe,* make $1\frac{1}{2}$ Mudde	of *Amſterdam.*
19	Setiers of *Saumur,* make 1 Laſt	of *Amſterdam.*
14	Boiſſeaux of *Tours,* make $1\frac{1}{2}$ Mudde	of *Amſterdam.*
20	Boiſſeaux of *Bloiſ,* make $1\frac{1}{2}$ Mudde	of *Amſterdam.*

5 Boiſſeaux

5 Boiſſeaux of *Aubeterre*, *Barbeſieux*, *Perigueux*, make $1\frac{1}{2}$ Mudde of *Amſterdam*.

49 Setiers of *Arles*, make a Laſt of *Amſterdam*, each Setier weighing 93 lb. Mark, and the Charge is reckoned 300 lb. of that Place.

48 Setiers of *Baucaire*, make a Laſt of *Amſterdam*, and the Charge here is 2 *per Cent.* bigger than that of *Arles.*

The Charge of *Marſeilles*, is of 4 Emines, the Emine of 8 Sivadiers; and the Charge is alſo computed at 300 lb. *Marſeilles* Weight, which makes it be equal to $1\frac{1}{2}$ Mudde of *Amſterdam.*

Forty-one Charges of *St. Gilles*, make of *Amſterdam*; the Charge here is alſo of 300 lb. but heavier by 18 to 20 *per Cent.* than that of *Arles.*

Fifty-one Charges of *Taraſcon*, make a Laſt of *Amſterdam*; the Charge here is likewiſe of 300 lb. 2 *per Cent.* heavier than that of *Arles.*

Three Emines of *Toulon*, make 2 Muddes of *Amſterdam*; the Charge is here reckoned to conſiſt of three Setiers, and the Setier containing $1\frac{1}{2}$ Emine, 3 of which make 2 Setiers of *Paris.*

Four Boiſſeaux of *Auray*, make $1\frac{1}{2}$ Mudde of *Amſterdam*.
The Ton of *Audierne*, The Ton of *Breſt*, The Ton of *Morlaix*, make $13\frac{1}{2}$ Muddes of *Amſterdam.*

$83\frac{1}{2}$ Boiſſeaux of the ſaid *Morlaix* have yielded at *Rotterdam* a Laſt, and 15 Sacks of 29 to the Laſt; on which footing the $83\frac{1}{2}$ Boiſſeaux, make very near $1\frac{1}{2}$ *Amſterdam* Laſts.

The Ton of *Hannebon* and *Port Louis*, make $17\frac{1}{2}$ Muddes of *Amſterdam.*

The Ton of *Quinper corantin*, makes 13 Muddes of *Amſterdam.*

The Ton of *Nantz*, makes $13\frac{1}{4}$ Muddes of *Amſterdam*; it is compoſed of 16 Setiers, and the Setier of 16 Boiſſeaux: The Ton ought to weigh from 2200 to 2250 lb. heaped Meaſure, which is 18 or 20 *per Cent.* more than ſtriken Meaſure.

The Ton of *Rennes* and *St. Malo*, make 14 Muddes of *Amſterdam*, and ought to weigh about 2400 lb.

The Ton of *St. Brieux*, makes $15\frac{1}{2}$ Muddes of *Amſterdam*, and ought to weigh about 2600 lb.

The Ton of *Rochelle* and *Marans*, contains 42 Boiſſeaux, which makes 13 Muddes of *Amſterdam.*

Corn Meaſures of *Spain.*

At *Cadiz*, *&c.* Corn is ſold by Fanegas, (or Hanegas) of which 5 make an *Engliſh* Quarter, or 52 to the Laſt of *Amſterdam.*

In the Kingdom of *Valencia*, the Corn Meaſure is a Cahiz, conſiſting of 12 Barchillas, and 300 Cahizes maſte 25 Laſts of *Amſterdam.*

Corn Meaſures of *Portugal.*

216 Alquieres, or 4 Muids of *Liſbon*, make a Laſt of *Amſterdam*, the Muid being 54 Alquieres; though the Muid is alſo divided into 15 Fanegos, and the Fanego into 4 Alquiers.

The Alquiers of *Oporto* have always been reckoned 20 *per Cent.* bigger than thoſe of *Liſbon*, at which Computation 180 make an *Amſterdam* Laſt; but I find that an *Engliſh* Quarter commonly yields there 16 Alquiers, at which Rate only 164 go to the Laſt of *Amſterdam.*

At the *Azores* Iſlands, belonging to the King of *Portugal*, and in that of *St. Michael*, 60 Alquiers are reckoned to the Muid, and 240 make an *Amſterdam* Laſt; though Corn tranſported from *St. Michael* to the Iſle of *Madeira*, yields 4 Alquiers Benefit on the 60; that is, the 60 of *St. Michael* produce 64 at *Madeira*, being $6\frac{2}{3}$ *per Cent.*

Italian Corn Meaſures.

Corn is ſold at *Genoa* by the Mine, with an Exemption from Duties to the Seller, and 25 Mines are reckoned a Laſt of *Amſterdam.*

At *Leghorn*, 40 Sacks make a Laſt of *Amſterdam*, and 2 Sacks of Wheat make the *Marſeilles* Charge of 300 lb. leſs 4 *per Cent.*

Wheat is ſold at *Venice* by the Staro, or Setier, 2 Staro making one *Marſeilles* Charge, or $1\frac{1}{2}$ Mudde of *Amſterdam.*

This may ſuffice to ſhew the chief Corn Meaſures of the principal Parts in *Europe*, to which my Reader may have Recourſe, for a more ample Explication of their different Diviſions, than could conveniently be inſerted in the following Table; though this contains a greater Number of Places, and ſhews at one Glance, the Agreement between the Meaſures of every City, with thoſe of *Amſterdam*, *Paris*, and *Bourdeaux*; the Name of the Place being ſought in the firſt Column, whoſe Meaſure is wanted, they being all ranged for this Purpoſe in an alphabetical Order, and all trifling Fractions left out, as their Inſertion would have interrupted the Regularity of the Table, without adding any Thing to the Inſtruction of my Reader.

A Table *of the Agreement of diverſe* Measures *with thoſe of* Amsterdam, Paris, *and* Bourdeaux.

Names of Places.	Different Meaſures.	Meaſure of Amſterdam.	Meaſure of Paris.	Meaſure of Bourdeaux.
Abbeville	6 Setiers	7 Muddes	5 Setiers	10 Boiſſeaux
Agen	33 1/3 Sacks	1 Laſt	19	38
Aiguillon	41 Sacks	1 Laſt	19	38
Albi	25 Setiers	1 Laſt	19	38
Alicant	12 Cahizes	1 Laſt	19	38
Alkmaar	36 Sacks	1 Laſt	19	38
Amboiſe	14 Boiſſeaux	1 1/2 Mudde	1	2
Amersfort	16 Muddes	1 Laſt	19	38
Amiens	4 2/3 Setiers	1 1/2 Mudde	1	2
Amſterdam	1 Laſt	27 Muddes	19	38
Antwerp	32 1/2 Veertels	1 Laſt	19	38
Arles	49 Setiers	1 Laſt	19	38
Auray le Duc	9 1/2 Boiſſeaux	1 1/2 Mudde	1	2
Arnhem	22 Mouwers	1 Laſt	19	38
Aſperen	25 3/5 Sacks	1 Laſt	19	38
Aubeterre	5 Boiſſeaux	1 1/2 Mudde	1	2
Audierne	1 Tun	13 1/2 Muddes	9 1/2	19
Auray	100 Boiſſeaux	35 Muddes	25	50
Auxone	1 Emine	4 Muddes	2 2/3	5 1/3
Avignon	5 Boiſſeaux	4 1/4 Muddes	3	6
Barbeſieux	5 Boiſſeaux	1 1/2 Mudde	1	2
Baugenci	3 1/5 Mines	1 1/2 Mudde	1	2
Bayonne	36 Sacks	1 Laſt	19	38
Beaucaire	48 Setiers	1 Laſt	19	38
Beaumont	38 Sacks	1 Laſt	19	38
Beauvais	1 Tun	18 Muddes	12 2/3	25 1/3
Bellegarde	1 Bichet	2 Muddes	1 1/3	2 2/3
Bergerac	1 Pipe	5 Muddes	3 1/2	7
Bergen-op-zoom	63 Siſters	1 Laſt	19	38
Bergen-St-Winox	13 Raziers	17 Muddes	12	24
Blois	20 Boiſſeux	1 1/2 Mudde	1	2
Bois-le-Duc	20 1/2 Mouwers	1 Laſt	19	38
Bologne in *Picardy*	8 Setiers	13 Muddes	9 1/9	18 2/9
Bommel	18 Muddes	1 Laſt	19	38
Bourbon Lancy	13 1/2 Boiſſeaux	1 1/2 Mudde	1	2
Bourdeaux	38 Boiſſeaux	1 Laſt	19	38
Bourret	100 Sacks	3 1/2 Laſts	66 1/2	133
Breau	100 Cartieres	3 1/2 Laſts	66 1/2	133
Breda	33 1/4 Veertels	1 Laſt	19	38
Bremen	24 Laſts	23 Laſts	437	874
Breſſe	1 Quartal	1 4/5 Mudde	1 1/4	2 1/2
Breſt	1 Tun	13 1/2 Muddes	9 1/2	19
Briare	11 Carſes	1 1/2 Mudde	1	2
Bruges	17 1/2 Hoedts	1 Laſt	19	38

Bruſſels

Names of Places.	*Different Meaſures.*		*Meaſure of* Amſterdam.		*Meaſure of* Paris.	*Meaſure of* Bourdeaux.
Bruſſels	25	Sacks	1	Laſt	19 Setiers	38 Boiſſeaux
Bueren	21	Muddes	1	Laſt	19	38
Cadillac	33⅓	Sacks	1	Laſt	19	38
Cadiz	52	Hanegas	1	Laſt	19	38
Cabors	100	Cartes	1	Laſt	19	38
Calais	12	Setiers	18½	Muddes	13	26
Campen	24½	Muddes	1	Laſt	19	38
Candie	1	Charge	1½	Mudde	1	2
Canville	100	Sacks	3	Laſts	57	114
Carcaſſone	35	Setiers	1	Laſt	19	38
Caſtel Jaloux	100	Sacks	2	Laſts, 23 Mudd.	54	108
Caſtel Mauron	1	Pipe	5	Muddes	3½	7
Caſtelnau d'Medor	100	Quartieres	3	Laſts, 10 Mudd.	64	128
Caſtelnaudari	41½	Setiers	1	Laſt	19	38
Caſtel-Sarazin	100	Sacks	3½	Laſts	66½	133
Caſtres in *Languedoc*	100	Setiers	4	Laſts	76	152
Caude-Coſte	100	Sacks	3	Laſts	57	114
Chalais	5	Boiſſeaux	1½	Mudde	1	2
Chalons ſur Saone	5	Bichets	8½	Muddes	6	12
Charite	8	Boiſſeaux	1½	Mudde	1	2
Charlieu ſur Loire	7	Boiſſeaux	1½	Mudde	1	2
Charolles	6⅓	Boiſſeaux	1½	Mudde	1	2
Chateau neuf ſur Loire	7	Boiſſeaux	1½	Mudde	1	2
Clairac	34½	Sacks	1	Laſt	19	38
Cleves	16¼	Mouwers	1	Laſt	19	38
Concarneau	1	Tun	13	Muddes	9⅑	18⅑
Condom	41	Sacks	1	Laſt	19	38
Coningsberg	1	Laſt	1	Laſt	19	38
Copenhagen	42	Tuns	1	Laſt	19	38
Corbie	3⅔	Setiers	1½	Mudde	1	2
Coſne	9½	Boiſſeaux	1½	Mudde	1	2
Creon	100	Sacks	3¼	Laſts	61¾	123½
Cuylenbourg	21	Muddes	1	Laſt	19	38
Dantzick	1	Laſt	1	Laſt	19	38
Delft	29	Sacks	1	Laſt	19	38
Deventer	36	Muddes	1	Laſt	19	38
Dieppe	18	Mines	17	Muddes	12	24
Dixmude	30½	Razieres	1	Laſt	19	38
Doesbourg	22	Mouwers	1	Laſt	19	38
Dort, or *Dordrecht*	24	Sacks	1	Laſt	19	38
Dunkirk	18	Razieres	1	Laſt	19	38
Dunes	100	Sacks	3	Laſts	57	114
Edam	27	Muddes	1	Laſt	19	38
Elbing	1	Laſt	1	Laſt	19	38
Embden	15¼	Tons	1	Laſt	19	38
Enchuyſen	44	Sacks	1	Laſt	19	38
England	10¼	Quarters	1	Laſt	19	38
Erfeldſteyn	21	Muddes	1	Laſt	19	38
Eſperſac	100	Sacks	2	Laſts, 17 Mud.	50	100
Etaffort	100	Boiſſeaux	2	Laſts, 24 Mud.	55	110

Names of Places.	*Different Meaſures.*		*Meaſure of* Amſterdam.		*Meaſure of* Paris.		*Meaſure of* Bourdeaux.	
Fleſſingue	40	Sacks	1	Laſt	19	Setiers	38	Boiſſeaux.
Francfort	27	Malders	1	Laſt	19		38	
Fronſac	$28\frac{1}{2}$	Sacks	1	Laſt	19		38	
Fronton	100	Sacks	3	Laſts, 14 Mud.	67		134	
Gaillac	21	Setiers	1	Laſt	19		38	
Ghent	56	Halſters	1	Laſt	19		38	
Genoa	25	Mines	1	Laſt	19		38	
Ginſac	100	Sacks	2	Laſts, 14 Mud.	48		96	
Gergeau	$3\frac{1}{2}$	Mines	$1\frac{1}{2}$	Mudde	1		2	
Gien	$9\frac{3}{5}$	Carſes	$1\frac{1}{2}$	Mudde	1		2	
Gimond	20	Sacks	1	Laſt	19		38	
Goes, or *Tegoes*	40	Sacks	1	Laſt	19		38	
Gorcom	$17\frac{1}{4}$	Muddes	1	Laſt	19		38	
Gouda, or *Tergow*	28	Sacks	1	Laſt	19		38	
Graveline	22	Razieres	1	Laſt	19		38	
Grenade	30	Sacks	1	Laſt	19		38	
Griſoles	100	Sacks	3	Laſts, 10 Mud.	64		128	
Groeninguen	33	Muddes	1	Laſt	19		38	
Haarlem	38	Sacks	1	Laſt	19		38	
Hambourg	12	Laſts	13	Laſts	247		494	
Harderwyck	11	Muddes	10	Muddes	7		14	
Harlingen	33	Muddes	1	Laſt	19		38	
Havre de Grace	$5\frac{1}{4}$	Boiſſeaux	$1\frac{1}{2}$	Mudde	1		2	
Hennebone	1	Ton	$17\frac{1}{2}$	Muddes	$12\frac{1}{3}$		$24\frac{2}{3}$	
Heuſden	$17\frac{1}{4}$	Muddes	1	Laſt	19		38	
Hoorn, or *Horne*	44	Sacks	1	Laſt	19		38	
Huſum	20	Tons	1	Laſt	19		38	
Ireland	$10\frac{1}{4}$	Quarters, or 38 Buſhels	1	Laſt	19		38	
La Brille	40	Sacks	1	Laſt	19		38	
La Gruere	100	Sacks	2	Laſts, 23 Mud.	54		108	
La Magiſtere	100	Sacks	2	Laſts, 24 Mud.	55		110	
Lanion	1	Ton	14	Muddes	10		20	
La Reole	30	Sacks	1	Laſt	19		38	
La Roche de R.	1	Ton	13	Muddes	$9\frac{1}{9}$		$18\frac{2}{9}$	
La Rochelle	1	Ton	13	Muddes	$9\frac{1}{9}$		$18\frac{2}{9}$	
Lavaur	21	Setiers	1	Laſt	19		38	
Layrac	100	Sacks	3	Laſts, 4 Mud.	$59\frac{1}{4}$		$119\frac{1}{2}$	
Le Mas de Agenois	100	Sacks	2	Laſts, 20 Mud.	52		$104\frac{2}{9}$	
Le Mas de Verdun	100	Sacks	3	Laſts, 14 Mud.	67		134	
Les Adriens	1	Ton	13	Muddes	$9\frac{1}{9}$		$18\frac{2}{9}$	
Leſpare	100	Sacks	3	Laſts, 14 Mud.	67		134	
Leuwaerden	33	Muddes	1	Laſt	19		38	
Leyden	44	Sacks	1	Laſt	19		38	
Leytoure	100	Sacks	3	Laſts	57		114	
Libourne	35	Sacks	1	Laſt	19		38	
Liege	96	Setiers	1	Laſt	19		38	
Liſle in *Flanders*	38	Raziers	1	Laſt	19		38	
Limeul	1	Pipe	5	Muddes	$3\frac{1}{2}$		7	
Lyons	4	Aſnées	7	Muddes	5		10	

Names of Places.	*Different Meaſures.*	*Meaſures of* Amſterdam.	*Meaſures of* Paris.	*Meaſure of* Bourdeaux.
Liſbon	216 Alquiers	1 Laſt	19 Setiers	38 Boiſſeaux
Liſle in *Albigeois*	100 Setiers	7 Laſts, 5 Mud.	130	260
Liſle-Dieu	1 Ton	$14\frac{1}{4}$ Muddes	10	20
Legborn	40 Sacks	1 Laſt	19	38
Louvain	27 Muddes	1 Laſt	19	38
Lubeck	95 Schepels	1 Laſt	19	38
Macon	3 Aſnées	7 Muddes	5	10
Malines	$30\frac{1}{10}$ Veertels	1 Laſt	19	38
Marans	1 Ton	13 Muddes	$9\frac{1}{9}$	$18\frac{2}{9}$
Marſeilles	1 Charge	$1\frac{1}{2}$ Mudde	1	2
Mas d'Agenois	100 Sacks	2 Laſts, 20 Mud.	$52\frac{1}{5}$	$104\frac{2}{5}$
Mas d'Verdun	100 Sacks	3 Laſts, 14 Mud.	67	134
Middlebourg	$41\frac{1}{2}$ Sacks	1 Laſt	19	38
Mirambeau	100 Boiſſeaux	3 Laſt	57	114
Mirandous	100 Boiſſeaux	3 Laſts	57	114
Moiſſac	30 Sacks	1 Laſt	19	38
Moncaſſin	100 Sacks	2 Laſts, 23 Mud.	54	108
Montauban	100 Sacks	3 Laſts, $18\frac{1}{2}$ Mud.	70	140
	100 Setiers	7 Laſts, 10 Mud.	140	280
Montandre	100 Boiſſeaux	3 Laſts, 5 Mud.	$60\frac{1}{2}$	121
Montfort	21 Muddes	1 Laſt	19	38
Montpellier	3 Setiers	$1\frac{1}{2}$ Mudde	1	2
Montreuil	18 Boiſſeaux	$1\frac{1}{2}$ Mudde	1	2
Morlaix	1 Ton	$13\frac{1}{2}$ Muddes	$9\frac{1}{2}$	19
Munikendam	27 Muddes	1 Laſt	19	38
Muyden	44 Sacks	1 Laſt	19	38
Naerden	44 Sacks	1 Laſt	19	38
Nantes	1 Ton	$13\frac{1}{4}$ Muddes	$9\frac{1}{3}$	$18\frac{2}{3}$
Naples la Pouille and *la Calabria*	3 Tomolos	$1\frac{1}{2}$ Mudde	1	2
Narbon	$32\frac{2}{3}$ Setiers	1 Laſt	19	38
Narmoutier Iſle	1 Ton	$13\frac{1}{2}$ Muddes	$9\frac{1}{2}$	19
Negrepeliſſe	100 Setiers	$8\frac{1}{3}$ Laſt	$158\frac{1}{3}$	$316\frac{2}{3}$
	100 Sacks	$4\frac{1}{4}$ Laſt	$80\frac{3}{4}$	$161\frac{1}{2}$
Nerac	$33\frac{1}{3}$ Sacks	1 Laſt	19	38
Nevers	8 Boiſſeaux	$1\frac{1}{2}$ Mudde	1	2
Nimeguen	$21\frac{3}{4}$ Mouwers	1 Laſt	19	38
Nieuport	$17\frac{1}{2}$ Raziers	1 Laſt	19	38
Orleans	1 Muid	$3\frac{2}{3}$ Muddes	$2\frac{1}{2}$	5
Oudewater	21 Muddes	1 Laſt	19	38
Pain d'Avoine	1 Ton	13 Muddes	$9\frac{1}{9}$	$18\frac{2}{9}$
Paris	1 Muid	17 Muddes	12	24
	12 Boiſſeaux	$1\frac{1}{2}$ Mudde	1	2
Periguex	5 Boiſſeaux	$1\frac{1}{2}$ Mudde	1	2.
Pont l'Abbe	1 Ton	$13\frac{1}{2}$ Mudde	$9\frac{1}{2}$	19
Port Louis	1 Ton	$17\frac{1}{2}$ Muddes	$12\frac{1}{3}$	$24\frac{2}{3}$
Porto Port	180 Alquiers	1 Laſt	19	38
Purmerent	27 Muddes	1 Laſt	19	38
Puymerol	100 Sacks	3 Laſt	57	114
Quiberon	1 Ton	$13\frac{1}{2}$ Muddes	$9\frac{1}{2}$	19
Quimpercorantin	1 Ton	$13\frac{1}{2}$ Muddes	$9\frac{1}{2}$	19

Quinperlay

Names of Places.	*Different Meaſures.*	*Meaſures of* Amſterdam.	*Meaſure of* Paris.	*Meaſure of* Bourdeaux.
Quinperlay	1 Ton	17½ Muddes	12⅓	24⅔ Boiſſeaux
Rabaſtens	17 Setiers	1 Laſt	19	38
Realmont	100 Setiers	4 Laſts, 10 Mud.	86	172
Realvillee	25 Sacks	1 Laſt	19	38
	100 Setiers	8 Laſts, 10 Mud.	162	324
Redon	1 Ton	14½ Muddes	10¼	20½
Rennes	1 Ton	14 Muddes	9¾	19½
Rhenen	20 Muddes	1 Laſt	19	38
Ribeyrac	5 Boiſſeaux	1½ Mudde	1	2
Riga	46 Loopen	1 Laſt	19	38
Roane	8 Boiſſeaux	1½ Muddes	1	2
Rotterdam	29 Sacks	1 Laſt	19	38
Rouen	6 Setiers	10 Muddes	7	14
	4 Muid	3 Laſts	57	114
Royan	29 Quartiers	1 Laſt	19	38
Ruremonde	68 Schepels	1 Laſt	19	38
St. Brieu	1 Ton	14 Muddes	9¾	19½
St. Cadou	1 Ton	13½ Muddes	9½	19
St. Giles	40 Charges	1 Laſt	19	38
St. John de Laune	1 Emine	2⅔ Muddes	1⅔	3⅓
St. Malo	1 Ton	14 Muddes	9¾	19½
St. Mathurin de l'Archant	9½ Boiſſeaux	1½ Mudde	1	2
St. Lieurade	100 Sacks	2 Laſts, 18 Mud.	50⅔	101⅓
St. Omer	22½ Razieres	1 Laſt	19	38
St. Valery	19 Setiers	1 Laſt	19	38
Sardaigne Iſle	3 Eſtereaux	1½ Mudde	1	2
Saumur	19 Setiers	1 Laſt	19	38
Schiedam	29 Sacks	1 Laſt	19	38
Schoonhoven	21 Muddes	1½ Mudde	19	38
Sicily Iſle	1⅓ Salme	1 Laſt	1	2
Steenbergen	35 Veertels	1 Laſt	19	38
Stockholm	23 Tons	1 Laſt	19	38
Sully	9¾ Carſes	1½ Mudde	1	2
Tallemont	5 Sacks	4¼ Mudde	3	6
Taraſcon	51 Charges	1 Laſt	19	38
Tertollen	37½ Sacks	1 Laſt	19	38
Terveer	39 Sacks	1 Laſt	19	38
Thiel	21 Muddes	1 Laſt	19	38
Toulouſe	26 Setiers	1 Laſt	19	38
Toneins	100 Sacks	2 Laſts, 16 Mud.	49⅓	98⅔
Tongres	15 Muddes	1 Laſt	19	38
Tonningen	24 Tons	1 Laſt	19	38
Tornus	1 Bichet	2⅔	1⅔	3⅓
Toulon	3 Emines	3 Muddes	2	4
Tournon	25 Sacks	18 Muddes	12⅔	25⅓
Tours	14 Boiſſeaux	1½ Mudde	1	2
Tunis in *Barbary*	1 Caſſis	3½ Muddes	2⅓	4⅔
Valence in *Agen.*	100 Sacks	3¼ Laſts	61¾	123½
Vannes in *Bri.*	1 Ton	14 Muddes	9¾	19½
Venice	2 Staros	1½ Mudde	1	2
Venloo	21¾ Mouwers	1 Laſt	19	38

Names of Places	Different Meaſures.		Meaſures of Amſterdam.		Meaſure of Paris.	Meaſure of Bourdeaux.
Verdun	1	Bichet	1⅞	Mudde	1¼	2½
Vianen	20	Muddes	1	Laſt	19	38
Villemeur	25	Sacks	24	Muddes	17	34
Villeneuve d'Agenois	100	Boiſſeaux	2	Laſts 21 Mud.	52¾	105½
Uliſſingue	40	Sacks	1	Laſt	19	38
Utrecht	25	Muddes	1	Laſt	19	38
Weeſop	44	Sacks	1	Laſt	19	38
Worcum	23½	Sacks	1	Laſt	19	38
Wykte Deurſt.	20	Muddes	1	Laſt	19	38
Yſelſtein	20	Muddes	1	Laſt	19	38
Zirick Zee	40	Sacks	1	Laſt	19	38
Zwol	26	Sacks	1	Laſt	19	38

To the foregoing Table I ſhall here add the Weights of the *Flanders* and *German* Meaſures, as they are calculated by Mr. *Savary*, in Hopes it may be agreeable to my Readers; though I muſt accompany it with this Remark, that the Ponderoſity of the ſeveral Sorts of Grains therein mentioned, are rendered ſo uncertain by the Change of Weather, and other Accidents of Humidity or Dryneſs, that no Exactneſs is to be depended on from ſuch a Computation; however it may occaſionally prove of ſome Service, at leaſt to thoſe intereſted in the Corn Trade, and therefore I give it a Place.

An Abſtract of the Correſpondent Weights and Meaſures of the different Species of Corn in FLANDERS *and* GERMANY.

Places.	Names of Meaſures.	Mark Weight of Wheat.	Mark Weight of Meſling or mixt Corn.	Mark Weight of Rye.	Mark Weight of Oats.
Dunkirk	Raziere	250 lb.	247 lb.	240 lb.	
Bergues	Raziere	210	204	200	
Ypres	Raziere	179	173	168	
Ayre	Raziere	160	150	148	
St. Omer	Raziere	196	193	190	
Calais	Quartier	66	60	58	
	Setier or Septier	264	240	232	
Doulens	1 Septier of 4 Quartiers, and each Quartier of 4 Boiſſeaux, whereof 16 make the Septier of *Doulens*,	205½	201	201	125¼
		212	208		
Amiens	Setier	49	49	48	48
Peronne	Setier	88	86	84	54
Liſle	Raziere	110	106	104	
Menin	Raziere	129	126	123	66
Tournay	Raziere	180	168	170	
Conde	Raziere	178	172	164	120
Valenciennes	Raziere	75	74	74	
Cambray	Mencault	81	83	84	75
Douay	Raziere	129	125	125	
Arras	Raz. wt. of *St. Vaſt*	128	123	124	

The Raziere making 23½ Mencaults.

Places.

Places.	Names of Meaſures.	Mark Weight of Wheat.	Mark Weight of Meſling or mixt Corn.	Mark Weight of Rye.	Mark Weight of Oats.
Mons	Raziere	76½ lb.	75½ lb.	73½ lb.	43 lb.
Maubeuge	Raziere	106	94	88	50
Avenes	Raziere	102	98	88	70
Landreci	Mencault	97	94	90	72
Le Quiſnoy	Mencault	80	76	79	71
Le Caſteau	Mencault	85	80	72	60
Soiſſons	Setier	158	156	148	124
Noyon	Setier	86	82	84	
La Fere	Setier	71	69	65	50
Guiſe	Jalois	80	76	76	50
St. Quintin	Setier	67	64	62½	44
Namur	Setier	44½	42	41¼	27¼
Dinant	Setier	44½	43	42½	62
Philippeville	Retz	55	54	52½	30
Givet	Retz	47	46	45	
Chalons	Setier	200	195	190	
Reims	Setier	130	124	118	
Rhetel	Setier	112	108	104	
Rocroy	Cartel	35	34	33	
Mezieres	Cartel	30	28	26	
Verdun	Francarte	38	34	32	25
Sedan	Cartel	39	38	37	35
Montmidy	Cartel	48½	47	50	
Dijon and *Chalons*	Emine	45	43	41	27
Auxonne	Emine	27	26	25	20
Bezançon	Meſure	36	35	34	32
Gray	Meſure	40	39	38	30
Port ſur Saone	Quarte	60	59	58	48
Euxeuil, *St. Loup*, *Favernay*,	Quarte	70	68	67	
Dole *Pontarlier* *Salins*	Emine	60	59	58	
Villerſuxel *Montjutin*	Emine	45	44	43	
Montbeliard *Hericourt* *Blamont*	Emine	40	39	38	
Vanvillers	Quarte	63	62	61	
Vezoul	Quarte	60	59	58	47
Befort *Lanſcron*	Quarte	43	41		
Fribourg	Boiſſeau	27	25	25	
Briſac	Rezal	164	162	158	
Colmar	Rezal	160	156	154	
Schleſtat	Rezal	168	166	164	
St. Mary aux Mines	Rezal	178	175	176	
Straſbourg	Rezal	160	160	160	104

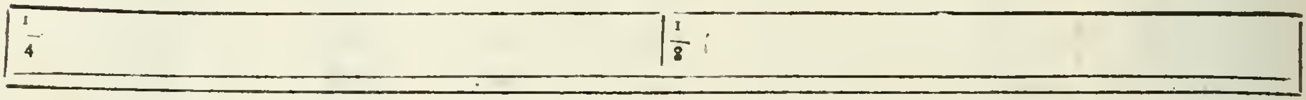
Haguenau

Places.	Names of Meaſures.	Mark Weight of Wheat.	Mark Weight of Meſling or Corn.	Mark Weight of Rye.	Mark Weight of Oats.
Haguenau	Rezal	165 lb.	160 lb.	155 lb.	112
Fort Louis du Rhin	The Sack or Fertele	161	156	150	110
Landau	Maldre	174	175	176	
Neuſtat	Maldre	186	184	170	
Wiſſembourg	Rezal	164	162	159	104
Phillipſbourg	Maldre	168	161	154	108
Phalſbourg and *Ligtemberg*	Regal	184	183	182	104
Saar Louis	Quarte	110	109	108	96
Hombourg and *Bitche*	Maldre	300	298	280	
Saarbourg	Bichet	23	22	21	
Keyſerlautern	Maldre	162	160	158	146
Mont Royal	Maldre	336	324	312	
Saarbruck	Quarte	128	126	116	108
Metz	Quarte	93¼	95¾	99¼	81
Toul	Bichet	134	129	119	80
Nancy	Regal	174	173	172	144
Longvy	Rezal of *Nancy*	176	175	174	
	Bichet of *Longvy*	27	26	226	
Thionville	Maldre	302	297	295	248
Treves	Maldre	301¼	300	268	285
Luxembourg	Malter	295	292	275	230
Pontamouſſon	Quarte	120	116	112	
Langres	The Emine Chapter Meaſure contains ¼ more than that of Langres. Emine contains 8 Bichets, and the Bichet, two Quarts.	397	368	352	296
Void	Bichet	67	66	65	
Chaumont	Bichet	72	70½	74	41
Saverne	Rezal	170	165	160	
Bourbonne	Penal	72	70	68	58
	Bichet of *Choiſeul*	82	80	78	65
Rouen	Mine	135	133	130	
Le Haure	Boiſſeaux Hall Meaſure	55	53	51	
	Quai Meaſure containing 3 Boiſſeaux	151	145	139	
Port Louis	Ton Hamburgh Meaſure	2950	2920	2750	
	Ton Quimper Meaſure	2280	2250	2100	
	Ton Vannes Meaſure	2400	2370	2200	
Belle Iſle	Ton	2400	2340	2280	
Bayonne	Conque	60	59	58	
Dax	Meſure	38	36	33	
Vaucouleurs	Bichet	88	83	80	58
Huningue	Rezal	163	160	159	

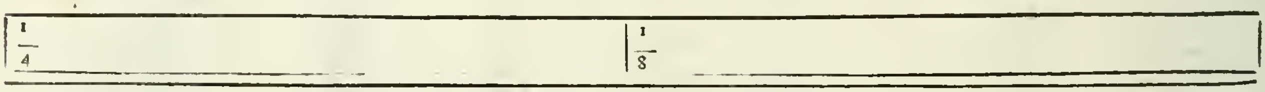
Next to the Dry, I proceed to the Long or Applicative Meaſures, of which ours in *Great-Britain*, are the Yard and Ell, the former for meaſuring all Silks, Woollens, *&c.* the latter uſed only for Linens. The Yard conſiſts of three Feet, and the Foot of twelve Inches; the Ell being a Yard and a Quarter. I may alſo here add, that a Geometrical Pace is reckoned five Feet, a Fadom (or Fathom) ſix, a Rod,

Pole, or Perch ſixteen and a half, and of theſe forty make a Furlong, and eight Furlongs an *Engliſh* Mile, which by a Statute of *Henry* VIII. ought to be 1760 Yards, or 5280 Feet, that is, 280 Feet more than the *Italian* Mile.

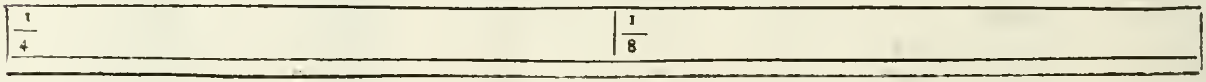
The Meaſures in other Parts of *Europe* are very different both in Name and Extent, though moſt of them founded on the Geometrical Foot, which varying in Length, has occaſioned the fixt Meaſures of Places to vary alſo from one another; and before I ſay any thing of this Difference, I ſhall in Part ſhew it to my Reader by a Print of ſome Fractions of Aunes, &c. of ſeveral of the chief Trading Cities, which will confirm the Calculations I ſhall afterwards give in a general Table.



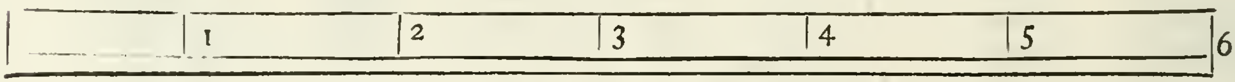
The Length of a Quarter of the *Brabant*, or *Antwerp* Aun or Ell, having 6 *French* Inches and $4\frac{1}{2}$ Lines,



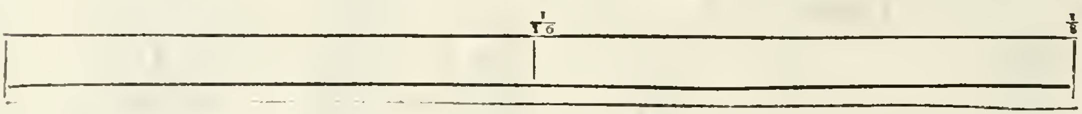
The Length of a Quarter of the *Amſterdam* or *Dutch* Ell, containing 6 *French* Inches and $3\frac{1}{2}$ Lines,



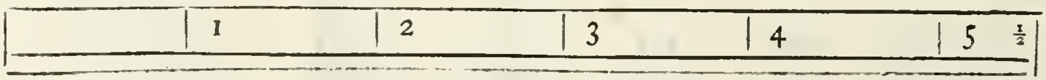
The Length of a Quarter of a Braſſe of *Venice*, for meaſuring Woollens, &c.



The Geometrical half *French* Foot of 12 *French* Inches,



The Length of $\frac{1}{8}$ and $\frac{1}{16}$ of the *Paris* Ell or Aun, containing 5 Inches $5\frac{1}{2}$ Lines or $65\frac{1}{2}$ Lines,



The Length of the half Foot of *Amſterdam*, the whole being 11 *French* Inches.

An Aun of *Denmark* or *Copenhagen*, is reckoned one-third leſs than the *Engliſh* Yard, but with more Exactneſs, 'tis 24 ^{5} Inches *Engliſh*.

The Aun of *Meinden* contains 15 *French* Inches, and two Lines; ſo that

100 Aunes of *Amſterdam* make a Trifle leſs than 166 Aunes of *Meinden*, and 200 Aunes of *Meinden*, make 60 Aunes of *Amſterdam*.

At *Genoa*, four Sorts of long Meaſures are uſed, *viz.*

The Cane of 9 Palmes for Woollens,
The Cane of 10 Palmes for Linens,
The Braſſe of near $2\frac{1}{3}$ Palmes,
The Palm for Silks and Velvets.

The Palm is a common Span, making 8 Inches, and is a Meaſure uſed in moſt Parts of *Italy*.

The

The modern Palm of *Genoa*, is 9 Inches 2 Lines, of which 4 Palmes is a Trifle leſs than the *Lyons* Ell.

Eight *Genoa* Canes make 15 Aunes of *Lyons*, and $3\frac{3}{4}$ Palmes (of 9 to the Cane) make an *Engliſh* Yard.

100 Aunes of *Amſterdam*, make a ſmall Matter more than 30 Canes at *Naples*; and

100 Canes of *Naples*, make a Trifle more than $333\frac{1}{3}$ Aunes of *Amſterdam*.

17 Canes of *Naples* are counted equal to 32 Aunes of *Lyons*.

The Cane of *Sicily* makes $8\frac{1}{4}$ Palmes, *Marſeilles* Meaſure, on which footing any larger Quantity may be regulated. The *Neapolitan* Palm is 8 Inches and 7 Lines.

100 Canes of *Barcelona* make $239\frac{1}{2}$ Aunes of *Amſterdam*, with a Trifle over; and

100 Aunes of *Amſterdam* make $41\frac{1}{4}$ Canes of *Barcelona*.

108 Varas of *Cadiz* are equal to 100 *Engliſh* Yards.

At *Peterſburgh* 8 Verſchocks, are 1 Arſchin, or 28 *Engliſh* Inches, and 1 Saſchine make $17\frac{1}{4}$ *Engliſh* Feet, ſo that 100 Saſchines make 241 *Engliſh* Yards, and 100 *Engliſh* Yards make $41\frac{3}{8}$ Saſchines, a Trifle leſs.

100 Aunes of *Riga* make very near 130 Aunes of *Amſterdam*; and

100 Aunes of *Amſterdam* make about 77 Aunes of *Riga*.

100 Aunes of *Revel* make $128\frac{8}{39}$ Aunes of *Amſterdam*; and on the contrary,

100 Aunes of *Amſterdam* make 78 Aunes of *Revel*.

The Aun of *Coningſberg* is near $\frac{1}{4}$ Part ſhorter than that of *Amſterdam*, ſo that 100 Aunes of this laſt, make about 120 of *Coningſberg*; and 100 Aunes of *Coningſberg*, about 80 of *Amſterdam*.

Elbing has the ſame Meaſures with *Dantzick*, which may be ſeen in the Table.

The Foot of *Stetin* is equal to that of *Amſterdam*.

100 Aunes of *Lubeck* make 83 $_{3}$ Aunes of *Amſterdam*; and

100 Aunes of *Amſterdam* make 120 Aunes of *Lubeck*.

100 Aunes of *Bremen*, are reckoned equal to $83\frac{1}{2}$ Aunes of *Amſterdam*; and

100 Aunes of *Amſterdam*, to make 120 Aunes of *Bremen*.

100 Aunes of *Erfort*, make 61 of *Amſterdam*, and 100 of *Amſterdam* make 164 of *Erfort*.

6 Aunes of *Langenſaltz* make 5 of *Amſterdam*, ſo that 100 Aunes of *Langenſaltz* make $83\frac{1}{3}$ of *Amſterdam*; and 100 of *Amſterdam* make 120 of *Langenſaltz*.

100 Aunes of *Liege* are reckoned 80 of *Amſterdam*; and

100 Aunes of *Amſterdam* make 125 Aunes of *Liege*.

The Aunes of *Malines*, *Ghent*, and *Bruges*, are equal to thoſe of *Antwerp*.

100 Aunes of *Liſle* make $103\frac{1}{4}$ Aunes of *Amſterdam*; and

100 Aunes of *Amſterdam* make $96\frac{3}{4}$ Aunes of *Liſle*.

100 Aunes of *Dieppe* make 171 of *Amſterdam*; and 100 Aunes of *Amſterdam* make $58\frac{1}{4}$ Aunes of *Dieppe*.

33	Canes for Linens	of *Rome*, make 100 Aunes of *Amſterdam*.
100	Canes for Woollens	
$374\frac{1}{2}$	Palmes	
107	Braſſes of $3\frac{1}{2}$ Palmes	

At *Florence* and *Legborn*, the following Meaſures are uſed for Silks and Woollens, *viz.*

For Woollens	Palmes of which $349\frac{2}{9}$	make 100 Aunes of *Amſterdam*.
	Braſſes of 2 Palmes, whereof $116\frac{1}{8}$	
	Canes of 8 Palmes whereof $29\frac{7}{9}$	
For Silks	Palmes, of which $238\frac{2}{7}$	make 100 Aunes of *Amſterdam*.
	Braſſes of 2 Palmes, of which $119\frac{1}{7}$	
	Canes, of 8 Palmes, whereof $29\frac{7}{9}$	

At *Lucca*, two Sorts of Braſſes are in uſe,

Of which	$114\frac{2}{7}$ for Woollens	make 100 Aunes of *Amſterdam*.
	$119\frac{1}{7}$ for Silks	

800 Palmes,

800 Palmes, or 100 Canes of *Naples*, make a Trifle leſs than 310 Aunes of *Amſterdam.*

100 Aunes of *Amſterdam*, make 258 $\frac{1}{8}$ Palmes, or 30 $\frac{1}{7}$ Canes of 8 Palms, which Palm exactly agrees with $\frac{3}{8}$ of an Aun, and 4 Lines of a *French* Foot at *Amſterdam* ; and the Cane yields there 3 $\frac{1}{5}$ Aunes leſs 6 Lines of the ſaid Foot.

At *Palermo*, 100 Canes of Palmes, make a Trifle more than 287 $\frac{3}{4}$ Aunes of *Amſterdam* ; and

100 Aunes of *Amſterdam* make 33 $\frac{9}{25}$ Canes of *Palermo.*

At *Venice*, two ſorts of Braſſes are uſed, the one to meaſure Woollens, and the other for Linens, and Gold or Silver Stuffs ; that for the Woollens, conſiſts of 2 Feet 8 Lines, or 296 Lines of the *French* Feet, and is longer by 6 $\frac{1}{4}$ *per Cent.* than the Braſſe for the Gold and Silver ; ſo that

100 Braſſes for Woollens make 106 $\frac{1}{4}$ for Gold and Silver Stuffs, *&c.* and

100 Braſſes for Gold and Silver Stuffs, make 94 $\frac{2}{27}$ Braſſes for Woollens.

100 Braſſes for Woollens	of *Venice*, make	98	Aunes of *Amſterdam.*
100 Braſſes for Gold and Silver Stuffs		92 $\frac{4}{17}$	

100 Aunes of *Amſterdam*	102 Braſſes for Woollens	of *Venice.*
	108 $\frac{1}{2}$ Braſſes for Gold, *&c.* Stuffs	

100 Pies of *Smyrna* and *Seyde*, are computed to be 97 Aunes of *Amſterdam.*

100 Aunes of *Amſterdam*, make 103 Pies of *Smyrna*, &c.

100 Pies of *Conſtantinople*, make 97 $\frac{1}{3}$ Aunes of *Amſterdam.*

100 Aunes of *Amſterdam*, make 102 $\frac{5}{7}$ Pies of *Conſtantinople.*

100 Pies of *Aleppo*, are reckoned to make 98 Aunes of *Amſterdam.*

100 Aunes of *Amſterdam*, make 102 Pies of *Aleppo.*

100 Pies of *Alexandria* and *Roſette*, make 97 Aunes of *Amſterdam.*

100 Aunes of *Amſterdam*, make 103 Pies of *Alexandria*, &c. and the Correſpondency of all the other Meaſures in *Europe*, are to be found in the following Table.

A TABLE

A TABLE of the AGREEMENT and CORRESPONDENCE which the LONG

The Aunes, or Ells, of *Amſterdam*, *Haerlem*, *Leyden*, the *Hague*, *Rotterdam*, and other Cities of *Holland*; as alſo that of *Nuremberg*, being all equal, are comprehended under that of *Amſterdam*. As thoſe of *Oſnabrug* are under thoſe of *France*; and thoſe of *Berne* and *Baſil* are equal to thoſe of *Hamburgh*, *Francfort*, and *Leipſick*.		Aunes of *England*.	Aunes of *Holland*, or *Amſterdam*.	Aunes of *Brabant*, or *Anvers*, *Bruſſels*, &c.	Aunes of *France*, or *Paris*.	Aunes of *Hamburgh*, *Francfort*, *Leipſick*, and *Cologn*.	Aunes of *Breſlaw* in *Sileſia*.	Aunes of *Dantzick*.	Aunes of *Bergue* and *Drontheim*.
100 Aunes of *England*		100	166 2/3	162 4/9	97 1/2	200 1/4	208 1/3	187 1/2	183 1/4
100 Aunes of *Holland*, or *Amſterdam*		60	100	98 3/4	58 1/2	120	125	112 1/3	110
100 Aunes of *Brabant*, or *Anvers*		60 4/5	101 1/4	100	60	121 1/2	126 3/5	114	111 3/8
100 Aunes of *France*		102 3/5	174 2/3	166 2/3	100	205 1/4	213 1/4	192 3/5	188
100 Aunes of *Hamburgh*, *Francfort*, &c.		50	83 1/3	182 1/3	48 4/5	100	104 1/5	93 3/4	91 3/4
100 Aunes of *Breſlaw*		48	80	79	46 3/5	96	100	190 4/5	88
100 Aunes of *Dantzick*		53 2/5	89	87 3/4	52	106 4/5	111 1/4	100	98
100 Aunes of *Bergue* and *Drontheim*		54 3/5	91	89 2/5	53 1/4	109 1/5	113 1/4	102 3/5	100
100 Aunes of *Sweden*, or *Stockholm*		52 3/5	87 1/2	86 1/2	51 1/4	105	109 1/4	97 3/4	96 1/4
100 Aunes of *St. Gall*, for Linens		70	116 2/3	115 1/5	68 1/4	140	145 5/6	131 [illegible]	128 1/5
100 Aunes of ditto for Cloth	Make	53 3/5	89 1/3	88 4/5	52 1/4	107 1/5	111 3/4	100 1/2	98 1/4
100 Aunes of *Geneva*		99 4/5	166 2/3	164 3/5	97 1/2	200	208 1/3	187 1/2	183 1/4
100 Canes of *Marſeilles* and *Montpelier*		171 1/5	286	282 4/5	167 1/3	343 1/5	357 1/2	321 3/4	314 2/5
100 Canes of *Toulouſe* and high *Languedoc*		160	266 2/3	263 1/3	156	320	333 1/3	300	293 1/3
100 Canes of *Genoa*, of nine Palms		196 1/5	327 3/11	323	191 1/3	392 4/5	408 3/4	367 4/5	359 1/4
100 Canes of *Rome*		181 4/5	303	299 1/5	177 1/4	363 3/5	378 3/4	340 4/5	333 1/3
100 Yards of *England*		80	133 1/3	131 2/5	78	160	166 3/5	150	146 2/3
100 Varas of *Spain*		75	125	123 1/2	73 1/5	150	156 1/4	140 2/7	137 1/2
100 Varas of *Portugal*, &c.		98 2/5	164	162	96	196 4/5	205	184 1/2	180 1/4
100 Cavidos of *Portugal*, &c.		60	100	98 3/4	58 1/2	120	125	112 1/7	110
102 Braſſes of *Venice*		58 4/5	98	96 3/4	57 1/3	317 3/5	122 1/2	110 1/4	107 3/4
100 Braſſes of *Bergamo*, &c.		57	95	93 4/5	55 3/5	114	118 1/4	106 1/4	104 1/2
100 Braſſes of *Florence* and *Leghorn*		51 1/5	85 5/6	84 4/5	50	102 3/5	106 1/5	96 1/5	96
100 Braſſes of *Milan*		46 4/5	78	77	45 3/5	93 3/5	97 1/2	87 3/4	87 4/5

By Means of the above Table may be ſeen, *viz.* that 100 Aunes of *Holland* make 98 3/4 of *Brabant* or *Anvers*, and 58 1/2 Aunes of *France*. And the ſame in Reſpect of the Agreement of all other Meaſures therein mentioned, which may be eaſily found, by going along the Lines, to the Column of the Meaſures ſought: For Example; if it is wanted to be known how many Canes of

MEASURES of the PRINCIPAL PLACES in *EUROPE* have one with another.

Aunes of *Sweden*, or *Stockholm*.	Aunes of *St. Gall*, for Linens.	Aunes of *St. Gall*, for Cloth.	Aunes of *Geneva*.	Canes of *Marſeilles*, and *Montpelier*.	Canes of *Toulouſe*, *Albi*, *Caſtres*, *&c.*	Canes of *Genoa*, of nine Palms.	Canes of *Rome*.	Yards of *England*, or *London*.	Varas of *Spain*.	Varas of *Portugal*, or *Liſbon*.	Cavidos of *Portugal*, or *Liſbon*.	Braſſes of *Venice*.	Braſſes of *Bergamo*, *Bologna*, *Modena*, *Mantua*.	Braſſes of *Florence*, and *Legborn*.	Braſſes of *Milan*.
194½	143⅐	186⅔	100	58¼	62 [illegible]/5	50 13/15	55⅓	125	133⅓	101⅔	166⅔	170⅓	174½	194⅐	214⅙
116⅔	86	112	60	35	37½	30½	33	75	80	61	100	102	105¼	117	128¼
118	87	113⅘	60¾	35⅘	38	30⅘	33⅘	76	81	61¾	101¼	103¼	106⅗	118	130
199½	147	191½	102⅗	59⅘	64⅕	52⅕	56⅘	128¼	133⅘	104⅓	171	174⅘	179¾	199⅕	219¾
97	71⅔	93⅓	50	29⅕	31¼	25⅘	27½	62½	66⅔	50⅘	83⅓	85	87¾	97	107
93¼	68¾	89 5/[illegible]	48	28	30	24⅘	26⅘	60	64	48⅘	80	81⅕	84½	93⅕	102⅘
104	76⅗	99¾	53⅖	31⅕	33⅓	27⅕	29⅘	66¾	71⅕	54⅕	89	90⅖	93⅜	103¾	114⅓
106	78¼	102	54⅗	31½	34	27⅘	30	68¼	72⅘	55½	91	92⅘	95¾	106½	115¾
100⅓	75¼	98	52½	30½	32¾	26¾	28¾	65¾	70	53½	87½	87¼	92	102	112½
136⅔	100⅕	130⅔	70	40⅘	43¾	35½	38½	87½	92 1/[illegible]	71	116	119	122¾	136½	149½
102¼	76⅘	100	53⅗	31¼	33½	27⅕	29½	67	71½	54½	89 1/[illegible]	91⅕	94	104	114¾
194⅓	143⅓	186⅓	100	58⅓	62½	50⅘	55	124¾	133⅓	101⅔	166⅔	170	175⅓	193⅐	214⅕
333½	246	320⅓	171⅗	100	107¼	87¼	94⅘	214½	228⅕	174¾	286	291¼	301	333⅕	367½
311	229⅓	298⅔	160	93⅓	100	81⅓	88	200	213⅓	162⅖	266⅔	272	280⅗	309⅓	342⅓
381½	281¼	366¼	196⅕	114½	122⅔	100	108	245¼	261⅗	199½	327	333½	344⅕	381	420⅕
353½	260⅗	339⅘	181⅘	106	113⅓	92⅘	100	227¼	242⅕	184⅘	303	309	319	353	389⅘
155½	114⅗	149⅓	80	46⅔	50	40⅔	44	100	106⅓	81⅓	133⅓	136	140⅓	154¾	171⅓
146	107½	140	75	43¾	46⅘	38⅕	41¼	93¾	100	76¼	125	127½	131½	145⅕	160½
191⅓	141	183⅗	98⅖	57⅘	61½	50	54⅕	123	131⅕	100	164	167¼	172⅗	191	210¾
116⅔	86	112	60	35	37½	30½	33	75	80	61	100	102	105¼	117	128
114⅔	84¼	109¾	58¾	34⅓	36¾	29¼	32⅓	73½	78⅘	59¾	98	100	103⅕	114⅕	126
111	81¾	106⅘	57	33¼	35⅗	29	31⅗	71¼	76	58	95	97	100	111	122
99¾	73½	95¾	51⅗	30	32	26⅕	28⅕	64	68⅘	52⅕	85½	87⅕	90	100	109⅘
91	67	87⅗	46⅘	27⅗	29¼	23⅘	25¾	58½	62⅘	47½	78	79½	82⅕	91	100

of *Marſeilles* or *Montpelier*, make 100 Aunes of *France*, look for this latter in the left Hand Column, and from thence trace the Line to the Column which has at the Head, *Canes of Marſeilles and Montpelier*, and it will be found, that 59⅘ Canes make the 100 Aunes, and ſo for the reſt.

The

The following are the Meaſures of France *and other Countries reduced into Feet, Inches, and Lines, of which* 12 *Lines make an Inch, and* 12 *Inches a Foot, which may in ſome meaſure illuſtrate the preceding Table.*

	Feet.	Inc.	Lines.	
The Aun of *Paris* contains	3	7	8	little more
The Cane of *Provence, Avignon, Montpelier*	6	0	9	
The Cane of *Toulouſe*, and Varra of *Arragon*	5	5	6	
The Yard of *England*	2	9	11	
The Aune of *Holland, Antwerp*, and *Tournay*	2	0	11	little more
The Aune of *Flanders, Brabant*, and *Germany*	2	1	5	
The Varra of *Caſtille*	2	7	2	little more
The Varra of *Valencia* in *Spain*	2	9	7	
The Ras of *Piedmont*, and the Braſſe of *Lucca*	1	9	10	
The Braſſe of *Venice, Bolognia, Modena*, and *Mantua*	1	11	3	
The Palm of *Genoa*	0	9	1	
The Braſſe of *Bergame*	2	0	3	
The Braſſe of *Florence*	1	9	4$\frac{1}{2}$	
The Yard of *Seville*	2	6	11	
The Cane of *Naples*	6	10	2	
The Aune of *Troyes*, and Arc in the Dutchy of *Bar*	2	5	1	little more
The Aune of *Liſle* and *Arras*	2	2	2	ditto
The Braſſe of *Milan* for Silk	1	7	5	
The D° for Woollens	2	0	11	little more

To the above Contents of various Meaſures, I herewith add a Correſpondency of the Length of a Foot in diverſe Places into Parts.

	Parts.
The Foot in *England*, divided into	1000
The Royal Foot of *Paris*	1068
The Foot of *Leyden*	1033
The Foot of *Amſterdam*	942
The Foot of *Antwerp*	946
The Foot of *Louvain*	958
The Foot of *Malines*	919
The Foot of *Middlebourg*	991
The Foot of *Dort*	1184
The Foot of the *Brille*	1103
The Foot *Rhinlandick*, and that of *Berlin*	1033
The Foot of *Vienna*	1053
The Foot of *Francfort* on the *Maine*	948
The Foot of *Cologn*	954
The Foot of *Straſbourg*	920
The Foot of *Bavaria*	954
The *Roman* Foot	967
The Foot of *Venice*	1153
The Foot of *Mantua*	1569
The Foot of *Turin*	1062
The Foot of *Caſtile*	1001
The Foot of *Toledo*	899
The Foot of *Liſbon*	917
The Foot of *Copenhagen*	965
The Foot of *Dantzick*	944
The Foot of *Riga*	1831

The ſame receptive dry Meaſure as is uſed for Corn, ſerves alſo in *England* for Salt, Lime, Coals, *&c.* they being all meted by the *Wincheſter* Meaſure, tho' the firſt is now generally ſold from the Pitts by Weight, reckoning 7 lb. Avoirdupois to the Gallon, or 56 lb. to the Buſhel, in Freight Computation 42 Buſhels accounted a Ton, five Buſhels are a Sack, and 4 ⊕ Wt. a Quarter. When ſold by Meaſure this Commodity and Coals muſt be heaped, or elſe five ſtriken Pecks are allowed to the Buſhel, and of the latter 36 Buſhels make a Chaldron. In other Parts of *Europe*, Salt (which is a more ſtaple and current Merchandize than almoſt any other) is bought and ſold by different Meaſures, according to the ſeveral Places of its Diſpatch: For at *Amſterdam*, (where vaſt Quantities are imported) it is ſold by the *Cent.* of 404 Meaſures, or Scheppels, which *Cent.* is reckoned

reckoned to be ſeven Laſts or 14 Tons, and the Laſt to weigh 4000 lb. ſo that the ſaid ſeven Laſts or 14 Tons make 28000 lb. called the *Cent.* of Salt, which alſo contains 208 Sacks, tho' ſome of this Commodity is much heavier than others. Salt is carried to *Amſterdam* and all the Cities of *Holland*; *Flanders*, *Brabant*, *Zealand*; other Places of the *North*, and up the *Baltick*, from *Marans*, *Brouage*, *Sude*, the Iſles of *Rhé* and *Oleron*; *Meche*, *Rochelle*, and other Places of *Saintonge*, and the Country of *Aunis* from *Poliguen*, *Croiſil*, *Guerande*, the Bay of *Bourneuf*, and other Parts of *Bretagne*; from *St. Ubes* in *Portugal*, and from *Cadiz*, *Alamat*, and *Ivica* in *Spain*.

In the Cities and other Parts of *France*, Salt is ſold by the Muid, whoſe Size varies, according to the different Places of its Manufacture and Diſpatch: At *Paris* this Meaſure is reckoned to contain 12 Setiers, or 48 Minots, which Minot is alſo divided into leſs Fractions.

The *Cent.* of Salt from *Marans*, *Brouage*, *Sude*, the Iſles of *Rhé*, *&c.* contain 28 ſtricken Muids, and each Muid 24 Boiſſeauz, which yields at *Amſterdam* $11\frac{1}{2}$ Laſts, or 23 Tons, a little more or leſs, according to the good or bad Meetage made at the Ponds, or its Waſte in the Voyage. The Salts of the Iſle of *Rhé* and *Brouage* are deemed heavier than thoſe from *Oleron*, *Marans*, *Mornac*, *&c.* And the *Cent.* of theſe weighty Salts yield at *Hamburgh* $11\frac{1}{4}$ to $11\frac{1}{2}$ Laſts, which are 45 to 46000 lb.

In *Denmark*, or *Copenhagen*, the ſaid *Cent.* only renders $9\frac{1}{2}$ Laſts, the Laſt being reckoned here equal to 18 Tons, and the 50 Laſts to correſpond with 52 of *Coningsberg*; at which Place the *Cent.* produces about 10 Laſts, or 40000 lb.

At *Riga* the ſaid *Cent.* yields the ſame Meaſure as at *Coningsberg*, and about $6\frac{1}{4}$ Laſts of *Riga*, make the great *Cent.* of *Amſterdam*.

The ſaid *French Cent.* produces at *Dantzick* $11\frac{1}{2}$ to 12 Laſts that Meaſure, of which Laſts $7\frac{1}{4}$ to $7\frac{1}{2}$ make likewiſe the great *Cent.* of *Amſterdam*.

At *Stetin* in *Pomerania*, the *French Cent.* yields 10 Laſts, making 40000 lb. Meaſure and Weight of ſaid Place.

In *Portugal*, Salt is bought by the Muid, of which four make a Laſt, and ſeven the *Cent.* of *Amſterdam*, containing (as above) 404 Scheppels.

At *Alamat* and *Ivica* 'tis ſold by the Modin, which weighs from $27\frac{1}{2}$ to 28 ℔ *Engliſh*, and at both Places the Quantities made are prodigious, being all for the King's Account.

Of Liquid Meaſures in *Great Britain*, the ordinary ſmalleſt one is called a Pint (with its Fractions) of which two make a Quart, two Quarts make a Pottle, two Pottles make a Gallon; eight Gallons make a Firkin of Ale, and nine a Firkin of Beer, two Firkins a Kilderkin, and two Kilderkins a Barrel; one Barrel and half a Hogſhead, two Hogſheads a Pipe or Butt, and two Pipes a Ton.

The *Engliſh* Wine Meaſures are ſmaller than thoſe of Ale and Beer, and are proportioned as 4 to 5; ſo that four Gallons Beer Meaſure are almoſt five Gallons of Wine Meaſure; of which latter a Gallon is 231 Cubical Inches, and eight Pounds one Ounce, and 11 Drams Avoirdupois of Rain Water. Of theſe Gallons a Runlet of Wine holds eighteen, half a Hogſhead $31\frac{1}{2}$ Gallons, a Tierce 42 Gallons, a Hogſhead 63 Gallons, Puncheon 84 Gallons, a Pipe or Butt 126, and a Ton 252 Gallons, or 2016 Pints; by which Meaſure is ſold Wine, Brandy, Vinegar, Cyder, *&c.*

Foreign Veſſels for containing Wine, Vinegar, *&c.* have various Denominations, according to their different Sizes, and Places of their Fabrication.

The Woeders of *Germany*, for holding Rheniſh and Moſelle Wines, are different in their Gauges; ſome containing 14 Aumes *Amſterdam* Meaſure, and others more, or leſs.

The Aume is reckoned at *Amſterdam* for eight Steckans, or 20 Verges or Veertels; or for ' of a Ton of two Pipes; or four Barrels of *France* or *Bourdeaux*, which - is called at this latter Tiercon, becauſe three of them make a Pipe, or two Barrels, and ſix the ſaid Ton.

The Steckan is 16 Mingles, or 32 Pints; and the Verge or Veertel is in Reſpect of ſaid *Rheniſh* and *Moſelle*, and ſome other Sorts of Wine, of ſix Mingles; but in meaſuring Brandy, it conſiſts of ſix ' Mingles. The Aume is divided into four Anckers, and the Ancker two Steckans or 32 Mingles.

The Ancker is taken ſometimes for $\frac{1}{4}$ of a Tun, of four Barrels; on which Footing the *Bourdeaux* Barrel ought to contain at *Amſterdam* (when the Caſk is made according to the juſt Gauge) $12\frac{1}{2}$ Steckans, or 200 Mingles, Wine and Lees; or 12 Steckans or 192 Mingles racked Wine; ſo that the *Bourdeaux* Ton of Wine contains 50 Steckans or 800 Mingles, Wine and Lees; and 48 Steckans, or 768 Mingles, of pure Wine.

The Barrels or Poinçons of *Nantes*, and other Places on the River *Loire*, contain only 12 Steckans *Amſterdam* Meaſure. The Wine Ton of *Rochelle*, *Cognac*, *Charente*, and the Iſle of *Rhé*, differs very little from the Ton of *Bourdeaux*, and conſequently from the Barrels and Pipes.

A Ton of Wine of *Chaloſſe*, *Bayonne*, and the neighbouring Places is reckoned 60 Steckans, and the Barrel 15, *Amſterdam* Meaſure.

The Muid of *Paris* contains 150 Quarts, or 300 Pints, Wine and Lee, or 280 Pints clear Wine, of which Muids, three make a Ton, and the Fractions are,

The Muid	containing	36 Setiers
The Setier		4 Quarts
The Quart		2 Pints
The Pint		2 Chopins
The Chopin		2 Demi-Setiers
The Demi-Setier		2 Poiſſons.

The Muid is alſo compoſed of Pipes, Poinçons, Quarteaux, Queues, and Demi-Queues. Theſe Poinçons of *Paris* and *Orleans* contain about 15 Steckans, *Amſterdam* Meaſure, and ought to weigh, with the Caſk, 666 lb. a little more or leſs.

In *Provence* they reckon by Millerolles. The Millerole of *Toulon* weighs about 130 lb. Mark, and ought to contain 66 *Paris* Pints, which is near equal to 100 Pints of *Amſterdam*.

In lower *Languedoc*, as at *Montpelier*, *&c.* the Muid contains 18 Setiers, and the Setier 32 Pots or Peckez, ſo that the Muid makes 576 Pots, and yields at *Amſterdam* 35 Steckans, or 560 Mingles; ſo that the Pot or Peche of *Montpelier* is leſs than the Mingle: But the Caſks of *Montpelier* are never of an equal Gauge, and ſome Muids contain more than others.

The Butts or Pipes from *Cadiz*, *Malaga*, *Alicant*, *Benicarlo*, *Saloe*, and *Mataro* in *Spain*, and from the *Canaries* ſubject to that Crown, from *Liſbon*, *Oporto*, and *Fayal* in *Portugal*, are very different in their Gauges, tho' in Affreightments are all reckoned two to the Ton.

Vinegar is meaſured as the Wine; but as the Meaſures for Brandies are different, I ſhall now give an Account of them.

Theſe Spirits from *France*, *Spain*, *Portugal*, *&c.* are generally ſhipp'd in large Caſks, called Pipes, Butts and Pieces, according the Places from whence they are exported, and differing in their Contents, not only from one another, but even among thoſe embark'd at the ſame Place.

In *France* Brandy is ſhipp'd in Caſks called Pieces at *Bourdeaux*; and Pipes at *Rochelle*, *Cognac*, the Iſle of *Rhé*, *Nants*, and other neighbouring Places; which contain (as before obſerved) ſome more and ſome leſs, even from 60 to 90 *Amſterdam* Verges, or Veertels, according to the Capacity of the Veſſels, and the Places they come from, which being reduced into Barrels, will ſtand as follows, *viz.*

At *Rochelle*, *Cognac*, the Iſle of *Rhé*, and the Country of *Aunis*	27 Veertels	*per* Barrel.
At *Nantes*, and ſeveral Places of *Bretagne* and *Anjou*	29 Veertels	
At *Bourdeaux* and different Parts of *Guienne*	32 Verges	
At *Amſterdam* and other Cities of *Holland*	30 Veertels	
At *Hamburgh* and *Lubeck*	30 Verges	
At *Embden*	27 Verges	

In *Provence* and *Languedoc* Brandy is ſold by the Quintal, the Caſks included, and at *Bruges* in *Flanders*, the Verges are called Seſters of 16 Stops each, and the Spirits ſold at ſo much *per* Stop.

The Mingle of Brandy at *Amſterdam* weighs 2 lb. 4 oz. Mark Weight, and the Verge or Veertel 14 lb. a little more or leſs; at which Rate the 30 Verges muſt weigh 420 lb.

The Pieces of Brandy ſold at *Bourdeaux* commonly contain from 50 to 80 Verges, and 32 Verges are reckoned (as has been mentioned) to a Barrel; the Verge contains 3½ Pots, or a little leſs, and the Barrel near 110 Pots *Bourdeaux* Meaſure.

Olive Oyl is alſo ſhip'd in Caſks of various Sizes, according to the Cuſtom of the Places where 'tis embark'd, and for the Conveniency of Stowage. *Gallipoly*, *Leghorn*, *France*, *Majorca*, and ſeveral other Parts of *Spain*, *Portugal*, *&c.* ſupply the northern Parts of *Europe* with this Commodity, as well for Eating, as cleanſing of Woollens and making of Soap. In *England* it is ſold by the Ton of 236 Gallons, and at *Amſterdam* by the Ton of 717 Mingles, or 1434 Pints; the Caſks 'tis imported in, contain from 20 to 70 Steckans at 16 Mingles per Steckan, the Mingle weighing 2 lb. and 2, 3, or 4 Ounces, according to the Place of the Oyl's Growth.

It is reckoned that the Barrel of Oyl at *Genoa* weighs near 187½ lb. Nett that Weight, which is equal to 125 lb. at *Amſterdam*, and 14 of theſe Barrels or thereabouts make the ſaid 717 Mingles, which ought to weigh 1750 lb. at the laſt mentioned Place.

At *Leghorn* the Barrel of Oyl weighs 85 lb. which a little exceeds 59 lb. at *Amſterdam*, and is more frequently ſhip'd in Jarrs and Flaſks than Caſks.

In

In *Provence* it is ſold by Milleroles of 66 *Paris* Pints, which make about 100 Pints of *Amſterdam.*

From *Spain* and *Portugal* 'tis brought in Pipes or Butts of different Gauges; at the firſt it is ſold by Roves, of which about 40 go to the Butt, and at the latter by Almoudas, whereof 26 make a Pipe; the Almouda contains 12 Canadors, and the Canador making near a Mingle at *Amſterdam.*

Train Oil is ſold in *England* by the Ton, and at *Amſterdam* by the Barrel of 12 Steckans.

Honey is ſold with us by the Pound, tho' in *Amſterdam*, where great Quantities are imported from *Bourdeaux*, *Bayonne*, *Bretagne*, *Provence*, *Hamburgh*, *Bremen*, and ſeveral other Places, 'tis ſold by the Ton or Barrel.

Beer at *Amſterdam* is commonly put in Tons or Barrels, half, quarter, and half quarter of Barrels, and ſometimes in Pipes, Butts, and other ſuch large Caſks for their *Eaſt* and *Weſt India* Proviſions. The Ton or Barrel ought to contain 1 Aum, or 8 Steckans, making 128 Mingles, and the other Veſſels in Proportion.

Of COINS both real and imaginary.

In *England*, the Copper ones are a Farthing and Half-penny, the latter being two of the former.

In fine Silver of the Standard of 11 oz. 2 dwt. called Sterling, the ſmalleſt Piece is one Penny, others of two Pence, three Pence, four Pence, (called alſo a Groat) and ſix Pence, a Shilling or 12 Pence, a Half-Crown or two Shillings and ſix Pence, and a Crown, or five Shillings.

In fine Gold of 22 Carats, called alſo Sterling, a Guinea (now worth 21 Shillings) half a Guinea, ſome few two and five Guinea Pieces, and fewer $\frac{1}{4}$ ones.

Accounts are kept in Pounds, Shillings and Pence, (the firſt and laſt imaginary) and Exchanges are calculated in one of them two.

In *France*, the Gold Species are Louis, with its Diminutions of $\frac{1}{2}$ and $\frac{1}{4}$, and its Augmentations of double and quadruple.

Of Silver the Crown or Ecu with its Fractions, which at preſent paſſes for 3 Livres, though it has been up to more than 7 Livres.

Of Silver and Braſs mixed, the Sol. And

Of Copper the Liard, which is $\frac{1}{4}$ of a Sol, or 3 Deniers. A Double 2 Deniers. And a Denier or $\frac{1}{12}$ of a Sol. But the Value of theſe Coins has been ſo often changed, ſince *May* 1718, that it is impoſſible to aſcertain their preſent Value without Recourſe to the different Ordinances concerning them, which are very long, and would render their Quotation more tedious than profitable to my Reader, which may juſtly apologize for my Omiſſion to inſert them.

Accounts are kept throughout this Kingdom in Livres, Sols and Deniers, of which 12 Deniers make a Sol, and 20 Sols a Livre, their Exchange is by the Crown of 3 Livres; or 60 Sols.

In *Holland* the Gold Coins, are

Ducatons	worth	15 Guilders, and 15 Stivers
Ducats		5 —— 5
Souverains		15
Roſe-Nobles		11 though of theſe very few are ſeen.

Silver Coins.

Ducatons	worth	3 Guilders and 3 Stivers	
Drie-Guilders		3	
Rix Dollar or Patacon		2	10
Croons		2 Of this Coin very few to be met with	
Dollars		1	10
Goud Guilders, or Golden Guilders		1	8
Guilders		1	

Here are alſo ½ and ¼ Rix Dollars; Schellings, (of which ſome are worth 6, and others only 5½ Stivers) here are alſo Stivers (of which 20 make a Guilder) divided into 2 Deniers de gros, or 8 Duytes, or 16 Penins, though theſe two laſt Denominations are imaginary.

Here are beſides, ſeveral other Coins, particularly ſome ſmall ones, of 2, 3, 4, 8, and 12½ Stivers.

Accounts are kept at *Amſterdam* and *Rotterdam*, the two chief trading Places, in Guilders, Stivers and Penins, ſo that although Goods are ſold for other Species, ſuch as Livres de gros, *&c.* yet all are reduced to the above Denominations for the Entries into their Books. The Exchanges are made with us in ſo many Schellings to a Pound Sterling, though to moſt other Places in Deniers de Gros.

Foreign Coins are very many, both of Gold and Silver, but are not current here at any fixed Price, but (as other Commodities) riſe and fall according to their Plenty or Scarceneſs.

In *Ruſſia*, 3 Coppecks are an Altin, 10 Coppecks 1 Grieve, 25 Coppecks are a Polpoltin, 50 Coppecks are a Poltin, 64 Coppecks are a Dollar, and 100 Coppecks or 10 Grives are a Rouble; an *Engliſh* Crown paſſes there by Weight, for 120 to 130 Coppecks.

Accounts are kept in the trading Places of this Empire, in Roubles, Grives and Moſcoſques, (2 of which make a Coppeck) or in Roubles and Coppecks. Their Exchange is only on *Holland*, and negociated in either Roubles or Coppecks.

In *Norway* a Rix Dollar is ſix *Daniſh* Marks, a Mark ſixteen Schellings, and at *Cooperwyk*, *Laarwyk*, *Mardou*, *Flekern*, *Jeder*, *Staffanger*, *Romſdal*, and *Drontheim*, the Rix Dollar is worth four Oorts, and the Oort 24 *Daniſh* Schillings.

In *Denmark*, the Rixdollar is worth 4 Oorts, or ſix *Daniſh* Marks, the Oort 24 Schellings, or 1½ Mark, the Mark 16 Schellings, and the Schelling 3 Penins; 2 *Daniſh* Marks make 1 Mark Lubs, and at *Bergen* Accounts are kept in *Daniſh* Rixdollars, Marks and Schellings. But little is done in Exchanges from this Kingdom, and the few that are tranſacted from *Copenhagen*, are in *Daniſh* Rixdollars of ſix Marks for current Rixdollars of *Amſterdam*.

In *Stockholm* and the reſt of *Sweden*, the Dollar is worth 4 Marks, and the Mark 8 Oorts, or Runſticks (which is an imaginary Specie) 2 Marks make a Mark Lubs, and here are Copper Rixdollars of 6 Dollars or 24 Marks; here is alſo Silver Money called Silver gelt, or Silvermunt, and one Mark ſilver Money is reckoned worth 2½ Copper. The ſilver Dollar is divided into 3 Marks, and the Mark into 3 Oorts, (though they have no ſuch Coin as a Runſtic, or Rontſtuken) yet they reckon two of their Copper Farthings to a Runſtick, 3 Runſticks to a Whitton, 10 Whittons to a Copper Dollar.

Accounts are kept in this Kingdom in Dollars, Marks and Oorts, and the Exchange is made between a Copper Rixdollar of 24 Marks of *Stockholm* and a current Rixdollar of 50 Stivers of *Amſterdam*.

At *Cracow* in *Poland*, their common Coins are Gros, of which 18 make 1 Oort, and 30 one Guilder; a Specie Dollar is 40 Gros, and worth about two Shillings Sterling. A Rixdollar is 5 Oorts, or 90 Gros, a Gold Ducat is 6 Guilders. A Croſs, and a Specie Dollar, paſs at an uncertain Value from 3 to 4 Guilders, as there is a Premium upon them that ſometimes amounts to 10 and 15 *per Cent.* Accounts are kept here in Guilders, Gros and Deniers, (of which latter 18 make a Gros, and 30 Gros a Guilder) or in Rixdollars and Gros, reckoning 90 of the latter to the former.

At *Riga* the Rixdollar is 90 Gros, and divided alſo into 15 *Riga* Marks, and into 3 *Poliſh* Guilders; the *Poliſh* Guilder muſt therefore conſequently make 5 *Riga* Marks, and is alſo divided into 30 *Poliſh* Gros, a Gros is 3 Whittons, or 6 black Ditto. A Vording is 1½ Gros, or 4½ Whittons, or 9 black Ditto.

Accounts are here kept in Rixdollars and Gros, and it is in the former of theſe Species that Exchanges are made with Rixdollars current of *Amſterdam*.

At *Revel* and *Nerva*, the Rix Dollars conſiſt of 64 Whittons or 90 Gros: Accounts are kept in theſe two Places in Rixdollars and Whittons, where they have likewiſe Copper Plate Dollars, which they uſe in Exchange.

At *Coningsberg*, *Elbing* and *Dantzick*, the Rixdollar is divided into 90 *Poliſh* Gros, or into 3 *Poliſh* Guilders, and the Groſs into 18 Penins or Deniers.

At theſe Places Accounts are kept in Rixdollars and Gros, or in *Poliſh* Guilders, (called alſo Timpfnen) Gros, and Deniers or Penins. They exchange on *Amſterdam* in *Poliſh* Gros, for a Livre de Gros of 6 Guilders current Money of *Amſterdam*, and on *Hamburgh* for the Rixdollar.

At *Stetin*, 36 Stivers, or Schellings Lubs, make a Rixdollar, and Accounts are kept here in thoſe Species, and Remiſſes made in them.

At *Lubeck*, the Rixdollar is worth 3 Marks Lubs, or 48 Schellings Lubs; the Mark being divided into 16 Schellings, and the Schelling into 12 Penins or Deniers. Accounts are kept here in Marks, Schellings

lings and Deniers or Penins Lubs, in which their Exchanges are made.

At *Breſlaw* the Rixdollar is worth 30 Silver Gros, and the Gros 12 Penins. It is alſo divided into 90 Creutzers, and the Creutzer into 4 Penins, and the ſaid Rixdollars are called imperial Money, augmented by 17 Creutzers.

Accounts are kept at this Place in Rixdollars and Silver Gros and Penins, in the firſt of which Species, Exchanges are made on *Amſterdam* for a certain Number of Stivers, Bank Money, and on *Hamburgh*, for Rixdollars of *Breſlaw*, againſt Rixdollars of *Hamburgh* Bank.

At *Hamburgh*, the Mark, or Mark Lubs is divided into 16 Stivers Lubs, and the Stivers into 12 Deniers Lubs. The Rixdollar is 48 Stivers Lubs, or 3 Mark Lubs, beſides which many foreign Species are current at this Place, ſuperfluous to be mentioned here, as they will be taken Notice of where they are coined.

Here Accounts are kept in Marks, Schellings, and Deniers Lubs Bank Money, by thoſe who have Caſh in the Bank; but by thoſe who have not, their Books are generally kept in Rixdollars, Schellings and Deniers current Money. This is a great Place of Exchanges, in which it negociates with moſt Parts of *Europe*. I ſhall therefore be a little particular in their Currency.

Hamburgh gives to

London, from 32 to 38 Schellings Flemiſh per Pound Sterling.

Holland, Sletch Dollar for 30 to 35 Stivers, and often Rixdollars, for Rixdollars with a Premium.

Berlin, Rixdollars for Rixdollars, with a Benefit of ſo much *per Cent.*

Leipſick and *Dantzick*, ditto.

Flanders, Mark Lubs, for *Flanders* Stivers.

Sweden, the Rixdollar, for Copper Marks, and ſometimes, at a Premium of ſo much *per Cent.*

Muſcovy, the Rixdollar for an uncertain Number of Coppecks.

Franckfort, the Sletch Dollar, againſt ſome Creutzers of Exchange, or Rixdollar for Rixdollar at ſo much *per Cent.*

Nuremberg, the Merchant's Dollar, for current Creutzers, and Rixdollars for Rixdollars, with a Premium.

France, a Number of Schellings Lubs, for the *French* Crown of three Livres.

Spain, Ditto, for the Ducat of 375 Maravedies.

Portugal, a Number of Deniers, for the Cruſade of 400 Reas.

Geneva, the ſame as with *Paris* and *Lyons*; and it is a Cuſtom to draw Bills upon *Lubeck* payable in *Hamburgh*; the Term Lubs being derived from the former of theſe Places (once the Capital of the *Hanſe* Towns) as it is here that the Schellings Lubs are coined.

Venice, A Number of Groots, for a Ducat of 24 Soldi Banco.

At *Bremen*, the current Coins are a Rixdollar, divided into 1 ½ Double, or 3 ſingle *Bremen* Marks, or 24 double Schellings, or 6 Head Pieces, or 72 Gros, or 360 Swaar. A double Mark is 48 Gros, 4 Head Pieces or 240 Swaar. A double Schelling is 3 Gros or 15 Swaar. A Gros is 5 Swaar, and a Swaar is a Penin.

At this Place Accounts are kept in Rixdollars and Gros, and it exchanges on *Amſterdam* Rixdollars of 72 Gros, for Rixdollars of 50 Stivers Banco.

At *Leipſick*, and *Naumbourg*, a Rixdollar is 24 Gros, and the Gros 12 Penins. Said Dollar is likewiſe 1 ½ Rix Gould, or Rix Guilder, and this Piece is worth 16 Groſs. A Ducat is 4 Guilders, or 2 ⅔ Rixdollars; beſides which they have 8, 4, 2, 1 ½ and 1 ¼ Gros Pieces, and ſome ſtill ſmaller, of 9, 8, 6, 4 and 3 Penings.

Theſe two Places keep their Accounts in Rixdollars, and Crowns, Gros, and Penins, and their Exchange Money is worth 10 to 20 *per Cent.* more than the current. If Bills are made payable here in current Money, they are diſcharged ¾ of their Amount in Pieces of 4 Gros, and the other ¼ in gros Pieces; but if they are drawn to be paid in Exchange Money, they muſt be ſatisfied in Rix-Dollars, often termed Crowns of Exchange.

At *Brunſwick* and *Oſnabrug* the Rixdollar is divided into 36 Mariengros, and the Mariengros into 8 Penins, in which Species their Exchanges are alſo negociated.

At *Berlin*, the Rixdollar is worth 3 Guilders or 90 Gros (about 4*s.* 6*d.* Sterling) a Guilder 20 Brummers, or 30 Gros, 18 Gros an Oort, and 5 Oorts the Rixdollar. A Brummer or Abraſe is 1 ½ Gros, 1 Gros is two Polchen or 18 Penins, and 1 Schelling is 6 Penins or Deniers.

In this City and the Kingdom Accounts are kept in Guilders, Gros, and Penins, and the Exchanges made in Rixdollars, for *Amſterdam*, *Hamburgh*, *Augsburg*, *Nuremberg*, *Breſlaw*, *Switzerland*, and *London*, when any thing is done direct here, though this is very ſeldom, as Tranſactions of this Nature commonly paſs through *Amſterdam* and *Hamburgh*.

At *Zurich*, the Rixdollar or Ducat is worth 28 Batz, and 2 Schellings of this Money, which are worth

worth more than the *Switz* Batz, and leſs than thoſe called good Batz; the Guilder of *Zurich* called the good Guilder, is 16 Batz, or 40 Schellings of this Place. The Batz is worth 2 ½ *Zurich* Schellings; the Schelling 6 Anſters, or 1 $\frac{1}{5}$ Creutzer, of which latter 4 make the Batz.

At this Place Accounts are kept in Rixdollars, Creutzers and Hellers; their Exchange is commonly made in *Zurich* Money; reckoning their Rixdollars (worth about 4*s.* 6*d.* Sterling) or 108 of their Creutzers.

At *Zurzach*, moſt of the *Switz* Coins are current, and

At *Shafhouſe*, the Rixdollar worth 27 good Batz, the Guilder of *Zurich* is worth here 15 ditto. The good Batz makes 10 Baps, or 4 Creutzers.

At *Berne*, the Rix Dollar is worth 30 common *Switz* Batz. The good Guilder of *Zurich* is worth 16 Batz, and 2 Schellings *Switz*; and the Batz is worth 4 Creutzers, or 2 ½ Schellings.

At *St. Gal* the Rixdollar is worth 25 ½ Batz, or 102 Creutzers. The Guilder is 15 Batz, or 60 Creutzers. The Schelling is 6 Creutzers or 1 ½ Batz. The good Batz is 5 Creutzers. The common Batz 4 Creutzers. The Creutzer 4 Hellers or Penins.

In this Canton, Accounts are kept in Guilders, Creutzers, and Penins, *St. Gal* Money, or under the ſame Denominations, in the Coins of the Empire. It gives in Exchange to *Vienna*, *Nurembergh*, *Augsburgh*, and *Bolſana*, a Number of its Guilders, for others of ſaid Places; the ſame to *Venice* for Ducats Banco; ditto to *Geneva* for Crowns of that Place; and the like to *Lyons*, for the *French* Crown.

At *Baſil*, the Rixdollar conſiſts of 27 good Batz, the good Guilder 15 good Batz, or 60 Creutzers. The good Batz is 10 Raps, or 4 Creutzers. The Guilder of the Empire is here worth 25 Schellings or Plapperts, or 20 Gros, the Gros 7 ½ Raps; and the Plappert 6 Raps.

Accounts are variouſly kept in this Canton, ſome in Rixdollars, Schellings and Deniers, ſome in Livres, Schellings and Deniers, ſome in Rixdollars, Creutzers and Penins; and ſome in Guilders, Creutzers and Penins; they exchange as *Zurich* does, and their Rixdollar is worth about 4*s.* 6*d* Sterling.

At *Straſburgh*, the Rixdollar is valued at 1 ½ Guilders, or 15 Schellings, 90 Creutzers, 3 Livres or 60 Sols. A Guilder is 10 Schellings, or 60 Creutzers, or 2 Livres, or 40 Sols. A Livre is 20 Sols, 5 Schellings, or 30 Creutzers. A Schelling is 6 Creutzers, or 4 Sols. Exchange from hence is tranſacted with moſt Places in the Silver of *Alſace*, which is the ſame with the Silver of *France*; the Rixdollar being here reckoned at 3 Livres *Tournois*, the Agio being commonly from 1 to 2 *per Cent.*

At *Geneva* the Gold Coins are Piſtoles, worth 40 Florins 4 Sols, or 11 Livres 10 Sols *Tournois*. Ducats worth 22 Florins, or 6 Livres, 6 Sols, or ſomething better, though few of theſe Coins are now met with. The Silver Monies are Crowns, worth 10 Florins 6 Sols, or 3 Livres. Pieces worth 1 Florin, 9 or 10 Sols *Tournois*. Pieces of 10 Sols 6 Deniers, or 5 Sols *Tournois*. The Copper are, Pieces of 6 Sols, 3 Sols, 1 Sol, and 6 Deniers, 9 Deniers, and 6 Deniers of *Geneva*, beſides which there are Silver Pieces of 2 Florins and 1 Florin, though of theſe there remain hut few. The *Geneva Florin* is worth 5 *per Cent.* leſs than 6 Sols *Tournois*. The Exchanges are in Crowns of 3 Livres *Tournois* (called alſo by ſome Rixdollars) and almoſt all the foreign Coins of *Europe* are current there.

At *Cologn* the Rixdollar (computed at 4*s.* 6*d.* Sterling) is divided into 78 Albuſſes; the Albus into 12 Deniers, or 2 Creutzers, and the Creutzer into 4 Hellers. The Dollar is worth here 52 Albuſſes. The Guilder 24 Albuſſes. The Blaſſart 4 Albuſſes; and Accounts are kept in Rixdollars, Albuſſes and Penins, and their Exchanges with *Amſterdam* are for Rixdollars of 78 Albuſſes, for Rixdollars current Money there, at a fluctuating Premium.

At *Frankfort ſur le Mein* and *Hanaw*, the Rixdollar is 90 Creutzers, and the Creutzer 4 Hellers; but as the current and exchange Money is ſo very different, and not readily to be calculated, I herewith add a Computation made by Monſieur *John Peter Ricard*, in Hopes it may, (at leaſt to ſome) be both agreeable and uſeful.

100 Guilders of 65 Creutzers exchange Money, make

108 Guilders, 20 Creutzers, of 60 Creutzers exchange Money.
87 Rixdollars, 62 Creutzers, of 74 Creutzers ditto.
88 Rixdollars, 6 Creutzers 3 $\frac{13}{41}$ *d.* of 90 Creutzers current Money.
132 Guilders, 6 Creutzers 3 $\frac{13}{41}$ *d.* of 60 Creutzers current Money.

100 Guilders

100 Guilders of 60 Creutzers, exchange Money make

92 Guilders, 20 Creutzers of 65 Creutzers exchange Money.
81 Rixdollars, 6 Creutzers of 74 Creutzers ditto.
81 Rixdollars, 27 Creutzers $\frac{1}{4}\frac{3}{4}$ *d.* of 90 Creutzers current Money.
121 Guilders, 57 Creutzers $\frac{1}{4}\frac{3}{4}$ *d.* of 60 Creutzers ditto.

100 Guilders of 60 Creutzers, current Money make

75 Guilders, 45 Creutzers of 65 Creutzers exchange Money
82 Guilders of 60 Creutzers, ditt.
66 Rixdollars, 36 Creutzers, of 74 Creutzers, ditto.
66 Rixdollars, 60 Creutzers, of 90 Creutzers, current Money.

100 Rixdollars of 74 Creutzers exchange Money, make

113 Guilders, 55 Creutzers, of 65 Creutzers exchange Money.
123 Guilders, 20 Creutzers of 60 Creutzers ditto.
100 Rixdollars 24 Creutzers 1 $\frac{1}{4}\frac{3}{4}$ *d.* of 90 Creutzers current Money.
150 Guilders, 24 Creutzers 1 $\frac{1}{4}\frac{3}{4}$ *d.* of 60 Creutzers ditto.

100 Rixdollars of 90 Creutzers current Money make

113 Guilders, 35 Creutzers, of 65 Creutzers exchange Money.
123 Guilders of 60 Creutzers ditto.
99 Rixdollars, 54 Creutzers, of 74 Creutzers ditto.
150 Guilders of 60 Creutzers current Money.

N. B. 1 Guilder of 60 Creutzers, is reckoned worth about 3*ſ.* Sterling.

At this Place Accounts are kept in Rixdollars and Creutzers, and the Difference of the exchange Money from the Current, is ſhewn in the preceding Calculation.

At *Vienna* many foreign Coins have a Currency, but their own is the Imperial Ducat of 4 Guilders, the Rixdollar in Specie of 2 Guilders. The imaginary Rixdollar of 1 ½ Guilder, or 90 Creutzers, the imaginary Guilder of 60 Creutzers. The Schelling of 7 Creutzers and 2 Deniers. A Gros is 3 Creutzers, 2 Deniers. A Patre, is 4 Creutzers. A Penin and a Denier is the ſame, and 3 Deniers is a Dreyer. Accounts are kept here in Guilders, Creutzers, and Penins, reckoning 8 Penins to a Creutzer. This Place exchanges with *London* a Rixdollar for an uncertain Number of Pence (commonly between 4 and 5 Shillings.) With *Holland* the ſame for an uncertain Number of Stivers. With *Nuremberg* and *Augſbourg*, Rixdollars for Rixdollars with an uncertain Premium. With *Venice*, an uncertain Number of Rixdollars for 100 Ducats Banco. And with *St. Gal* 100 Guilders of 60 Creutzers, for an uncertain Number of thoſe Guilders.

At *Embden*, the Money moſt in uſe is Rixdollars, valued at 2 Guilders, 14 Stivers; and their Exchange is almoſt confined to *Amſterdam*, between Rixdollars and Rixdollars, and ſometimes Guilders againſt Guilders, both with a Premium of ſo much *per Cent.*

Bolzano is a Place conſiderable in Exchanges with ſeveral Parts of *France*, *Italy*, *Switzerland* and *Germany*. The Species moſt current here, are the *German* Rixdollars and Dollars, the former worth 90 and 93 Creutzers; the Guilder of 60 Creutzers is likewiſe in uſe here. It exchanges with *Lyons*, an uncertain Number of Creutzers for a *French* Crown. With *Rome* the ſame for a Crown. With *Florence* ditto for that Crown of 7½ Livres. With *Bergam* the Rixdollar of 93 Creutzers, for an uncertain Number of *Soldi*. With *Venice* the ſame, for a Number of *Soldi* Banco. With *Ancona*, the Guilder of 60 Creutzers for an uncertain Number of Bajoches. With *Cologne* ditto, for a Number of Soldi. With *St. Gal.* 100 Guilders for an uncertain Number of dittos, that Money. With *Franckfort* an uncertain Number of Rixdollars of 90 Creutzers, for 100 Rixdollars of that Place; and with *Augſbourg* and *Nuremberg* the ſame.

At

At *Nuremberg* and *Auſbourg*, the Guilder is 15 Batz, 20 Imperial Gros, or 60 Creutzers; the Creutzers 4 Hellers, and the Rixdollar is $1\frac{1}{2}$ Guilder, or 90 Creutzers, (near 4*s.* 6*d.* Sterling) $22\frac{1}{2}$ Batz, or 30 Imperial Gros; a thick Dollar is $1\frac{2}{3}$ Guilders, or 25 Batz, or 100 Creutzers; a Gros is 3 Creutzers or 12 Deniers, and a Batz is 4 Creutzers, or 16 Deniers.

Accounts are kept here in Guilders, Creutzers, and Hellers; and the Exchanges on *Amſterdam* and *Leipſick*, are in Rixdollars for Rixdollars, with a *Premium.* On *Venice* in Guilders for Ducats de Banco; and on *Vienna*, *Prague* and *Breſlau* in their Guilders, for other Imperial Money.

At *Liege*, a Livre is 20 Schellings, and the Schelling 16 Penins. The Crown or Rixdollar of this Place, is worth 4 Livres, which are reckoned on a Par with the Rixdollars of 50 Stivers, current Money of *Amſterdam.*

Here Accounts are kept in Livres, Sols and Deniers; and Exchanges made in Livres for Guilders of Current Money in *Amſterdam.*

At *Antwerp*, *Bruſſels*, *Malines*, *Ghent*, and *Bruges*, the Livre de Gros is 20 Schellings de Gros, and the Schelling 12 Deniers de Gros; called here, at *Amſterdam*, and in all *Brabant* and *Flanders*, Pounds, Schellings and Groots *Flemiſh*; and at *Antwerp*, as well as in *Brabant* and *Flanders*, are two Sorts of Money, or rather one Sort with two different Values, for the ſame Species are variouſly reckoned in their Currency, or by Exchange. For Exchange, the Patagon or Rixdollar, is here reckoned for 8 Schellings, or 48 Stivers in Exchange-Money, though for 56 Stivers current Money; and the Schelling de Gros, which is 6 Stivers in Exchange, paſſes for 7 Stivers in the Currency; ſo that there go $116\frac{2}{3}$ Guilders or Livres de Gros Currency to 100 ditto in Exchange; 100 Livres de Gros, Bank Money at *Amſterdam*, are commonly worth 2 to 4 *per Cent.* more than 100 Livres de Gros Exchange Money at *Antwerp.*

In *Spain*, the Gold Coins are the ſame all over the Kingdom, *viz.* the four, two, and ſingle Piſtole Pieces, as alſo the $\frac{1}{2}$ Piſtole. The Silver Coins, are the *Weſt-India* Dollars (with its Fractions of $\frac{1}{2}$, $\frac{1}{4}$, or two Rials, one Rial, and $\frac{1}{2}$ Rial of Plate) now worth 10 Rials of Plate, whereas ſome Years ago, its Value was no more than 8 of the ſaid Rials, and the Piſtole then worth but 32 Rials that is now current at 40 Rials; theſe Dollars all come milled from *Mexico*; but from *Peru* they ſtill come unmilled as formerly, being the ſame in Value as the others, with this only Difference, that of theſe no leſs than Dollars and half Dollars are current, the leſſer Fractions having been cried down above 20 Years ago. When the late Emperor was in Poſſeſſion of *Spain*, he coined a pretty large Quantity of Peſtareens (or $\frac{1}{4}$ Dollars) which being of a baſe Alloy, King *Philip* V. lowered their Value 20 *per Cent.* on his coming to the Crown, ſo that inſtead of four, five of them went to the Dollar, and the ſaid King coined many Dollars with their Fractions during his Reign. Their Copper Money is very various, and almoſt Provincial; that at *Cadiz* and in *Caſtile*, are double and ſingle Quartos and Ochavos, of which two Ochavos make a Quarto, and two ſingle Quartos make a double one; 17 Quartos make 2 Rials Vellon, which is now an imaginary Coin, though formerly it was the principal one of the Kingdom. A Maravedie is alſo another imaginary Specie, of which 17 is reckoned to a Rial Vellon. The Ducat is alſo a fictitious Coin of 11 Rials of Plate in Purchaſes, Sales, and all other Mercantile Tranſactions, except in Exchanges, when it is valued at 11 Rials of Plate and 1 Maravedie, or 375 Maravedies. In the Kingdom of *Valencia*, the Copper Coin is peculiar to it, being called Dineros, of which 30 make a Rial of Plate, and 24 a Rial current (being an imaginary Coin) of which 10 were reckoned of equal Value with 8 Rials of Plate, and 2 to be the ſame as 3 Rials of Vellon; here are alſo ſome few Pieces of 3 and 6 Dineros, much about the Size of our Half pence and Farthings; and as the Currency of this Coin is very conſiderable (though confined to the Kingdom of *Valencia* only) they are made up into Papers of 2 and 3 Dollars each, and ſo received and paid unopened, very often to the Value of ſeveral thouſand Dollars but in caſe of any Suſpicion, they are weighed. At *Barcelona*, their Copper Money is again different, and 14 Rials Ardites, are there reckoned to the Dollar; ſo that I cannot help taking Notice of the Errors, all Authors that I have ſeen, run into, by making the Coins, and the Entries in Accounts the ſame all over *Spain*; and where any one has varied under a pretended Correction of his Predeceſſors, he has done it, in ſo erroneous a manner, as to leave the Account worſe than he found it. At *Cadiz*, Accounts are kept in Rials of Plate, and its Fractions; in *Caſtile* in Maravedies; in *Valencia* in Livres or Dollars, Sueldos and Dineros, (of which latter 12 make a Sueldo, an imaginary Specie) and 20 Sueldos, a Livre or Dollar. In *Catalonia* in the Species above-mentioned of Ardites; and ſo in ſeveral other Parts of the Kingdom, which I thought proper to mention, as neceſſary to rectify the Miſtakes made in this Matter.

This Kingdom exchanges with *London*, a Dollar or Piece of Eight, for an uncertain Number of Pence.

With

With *Brabant*, *Flanders*, *Holland*, *Zealand* and *Hamburgh*, its Ducat of 357 Maravedies, for a Number of Groots; with *France* for ſo many Maravedies againſt the *French* Crown, or the Piſtole for ſo many Livres, *&c.* with *Portugal*, the Ducats for Cruſades, or a Piſtole for a Number of Reas; with *Novi*, an uncertain Number of Maravedies for the Crown Mark; with *Venice* the ſame, for a Ducat Banco; with *Florence* D° for the Ducat of 7½ Livres; with *Legborn* the ſame for the Dollar; with *Milan* the ſame for the Ducat of 115 Soldi; with *Naples* the ſame for the Ducat of 10 Carlins; and D° with *Palermo* and *Meſſina* for the Florin of 6 Tarins.

In *Portugal*, the current Coins are many, *viz.*

In Gold.

	L.	s.	d.
The Piece of 25 Mil, 600 Reas, worth in Sterling Money	7	4	0
The Piece of 24 Mil, or 5 Moidores	6	15	0
The Piece of 12 Mil, 800 Reas	3	12	0
The Piece of 12 Mil Reas, or 2½ Moidores	3	7	6
The Piece of 6 Mil, 400 Reas	1	16	0
The Piece of 4 Mil, 800 Reas, or a Moidore	1	7	0
The Piece of 3 Mil, 200 Reas	0	18	0
The Piece of 2 Mil, 400 Reas, or the ½ Moidore	0	13	6
The Piece of 1 Mil, 600 Reas	0	9	0
The Piece of 1 Mil, 200 Reas, or the ¼ Moidore	0	6	9
The Piece of 8 Teſtoons, or 800 Reas	0	4	6

The Silver Coins are,

The Crown, or Cruzade Piece of 400 Reas	0	2	3
The $\frac{1}{10}$ of a Moidore, being 480 Reas	0	2	8½
The 12 Vinten Piece, or 240 Reas	0	1	4¼
The 5 Vinten Piece, or 100 Reas	0	0	6¼
The 2½ Vinten Piece, or 50 Reas	0	0	3⅛

In Copper.

The Vinten, or 20 Reas	0	1	⅜
The ½ Vinten, or 10 Reas	0	0	⅝
The ¼ Vinten, or 5 Reas	0	0	$\frac{5}{16}$

Beſides which there are ſome few Copper Coins of leſs Value current in that Kingdom.

Accounts are kept there in Reas, making a Separation at every Hundred, Thouſand, *&c.* and it exchanges with *London* 1000 Reas, or a Mil Rea, for an uncertain Number of Pence; with *Hamburgh*, *Holland*, and all the *United Provinces*, a Cruſado for ſome Pence *Flemiſh*; with *Spain* an uncertain Number of Reas, for the Ducat or Dollar; with *France* the ſame for a *French* Crown; with *Florence* D° for that Crown of 7½ Livres; with *Genoa*, the ſame for a Scudi; with *Legborn*, the ſame for a Dollar of 6 Livres.

At *Genoa* and *Novi*, many Species of foreign Coins are current, but their own are the Dollar, of 5 Livres, the common Dollar or Ducat of 4 Livres; 12 Denaris make 1 Soldi; 4 Soldis a Chavelet; and 5 Chavelets, or 20 Soldi, a Livre.

Accounts are kept in theſe Cities in Livres, Soldi, and Denari, or in Dollars of 100 Soldis exchanging on *London* the Dollar of 5 Livres, for a certain Number of Pence; on *Amſterdam* and *Antwerp*, ditto for a Number of Groots; on *Spain* the ſame for ſo many Maravedies; on *Portugal* the ſame for Reas; on *Geneva* the ſame for a Crown with a *Præmium*; on *Venice* the imaginary Crown of 90 Soldi, for an uncertain Number of *Venetian* Soldi; on *Milan* ditto for a Number of Sols of the Empire; on *Rome* an uncertain Number of Soldi for that Crown; on *Paris* the Dollar for an uncertain Number of Sols; on *Legborn* an uncertain Number of Soldi, for the Dollar of ſix Livres; on *Naples* the ſame for the Dollar of nine Carlins.

At *Milan*, many Sorts of Money are current as at *Genoa*, but their own Species are Livres, Soldis and Denari, to be counted like Pounds, Shillings and Pence, *viz.* 12 Denaris make a Soldi, *&c.* and Accounts are kept here in thoſe Species. This is a conſiderable Place of Exchange, and gives to *London* a Ducat for an uncertain Number of Pence; to *Spain* ditto, for a Number of Maravedies; to *Venice* the ſame, for a Number of Soldi; to *France*, an uncertain Number of Soldi for a Crown *Tournois*; to *Florence* ditto, for that Crown of 7½ Livres; to *Genoa* the ſame, for the Dollar of five Livres; to *Novi*, the ſame for a Crown Mark; to *Rome* 100 Crowns, for an uncertain Number of ſtampt Crowns. Beſides which, it exchanges with many other Places.

At *Rome*, the Crown is worth 10 Julios, and the Julio 10 Bajoches. The Crown is alſo divided into 20 Soldi d'Or, and the Soldi d'Or into 12 Denari.

Accounts are kept here in Crowns, Julios and Bajoches, or Grains and Quartrins; and it exchanges with *London*, a ſtampt Crown for an uncertain Num-

ber of Pence; with *Genoa*, the ſame for ſome Soldi; with *Bergam* and *Bologne*, ditto for ditto; with *Ancona* 100 ditto, for a Number of their Crowns; with *Spain* one ditto, for an uncertain Number of Maravedies; with *Bolzamo* the ſame for ſome Creutzers; with *France*, an uncertain Number for 100 *French* Crowns; with *Venice*, the ſame for 100 Ducats Banco; with *Legborn* the ſame for 100 Dollars; with *Novi* ditto for 100 Crowns; with *Lucca* 100 ditto for an uncertain Number of thoſe Crowns of ſeven Livres.

At *Legborn* the Dollar is worth ſix Livres, or 20 Soldi, and the Soldi 12 Denari, and the Ducat is worth 7 Livres.

At this Place Accounts are kept generally in Dollars, Soldi, and Denari; and the Exchanges are made on *London* by giving a Dollar of 6 Livres, for an uncertain Number of Pence; on *Holland* the ſame for a Number of Groots; on *France* the ſame, for a Number of Sols; on *Portugal* the like, for a Number of Reas; on *Florence* the ſame, for ſome Soldi; on *Genoa*, ditto for ditto; on *Venice*, an uncertain Number of Dollars for 100 Ducats Banco; on *Naples*, 100 Dollars for a Number of Ducats of 5 Tarins; on *Novi* ditto, for the like Number of Crowns, with a *Præmium*; on *Rome* ditto, for an uncertain Number of Crowns; on *Geneva*, ditto for ditto; and beſides it exchanges with many other Places, in the ſame manner as its Capital *Florence* does.

At *Florence* 5 Quartrins, make a Craca or Grain, 8 Grains a Julio or Paulo, 12 Grains a Livre, and 7 ½ Livres, or 150 Soldi, a Crown.

They here keep their Books and Accounts in Crowns, Soldi, and Denari; Picoli, or Current; and exchange the Crown of 7½ Livres with *London*, for an uncertain Number of Pence; with *Spain* the ſame for Maravedies; with *Portugal* ditto for Reas; with *Milan* ditto for Soldi; with *France*, an uncertain Number of ditto for 100 Crowns *Tournois*; with *Novi* ditto for 100 Crowns of that Place; with *Venice* ditto for 100 Ducats Banco; with *Naples* 100 ditto for an uncertain Number of Ducats; with *Legborn* an uncertain Number of Soldis, for the Dollar of 6 Livres; with *Lucca* 100 Crowns for an uncertain Number of Crowns of 7½ Livres; with *Rome* ditto, for an uncertain Number of *Roman* Crowns; with *Amſterdam*, *Antwerp*, and *Genoa*, the ſame as from *Legborn* to thoſe Places.

At *Lucca*, the Crown is worth 7 Livres 10 Soldi, the Livre 20 Soldi, and the Soldi 12 Denari, all d'Or, and they keep their Accounts therein.

At *Naples*, ſeveral Coins are current, but their own is the Ducat, which makes 10 Carlins; a Tarin 2 Carlins; a Carlin 10 Grains; a Grain 3 Quartrini; a Carlin worth about 5*d.* Sterling.

Accounts are here kept in Ducats, Tarins and Grains; and Exchanges made with *Spain*, by giving a Ducat of 10 Carlins, for an uncertain Number of Maravedies; with *Genoa* the Dollar of 9 Carlins, for ſome Soldi; with *Palermo* the Ducat of 10 Carlins, for a number of Ponti; with *Legborn*, *Florence*, *Venice*, *Rome*, and *France*, for 100 Dollars, Crowns, Ducats, ſtampt Crowns, and Crowns *Tournois*, 100 *Neapolitan* Ducats with a *Præmium*.

In *Sicily*, the Coins are very like the preceding; 8 Pichili make a Ponti, 6 Pichili a Grain, 10 Grains a Carlin, a Tarin is 2 Carlins, 12 Carlins is a Florin, 13 Tarins a Ducat, and 12 Tarins a current Crown, which is about 5*s.* Sterling.

Accounts are kept in this Iſland as at *Naples*; and it exchanges with *Spain* the Florin for an uncertain Number of Maravedies; with *Florence* an uncertain Number of Carlins, for the Crown of 7½ Livres; with *Novi* the ſame for the Crown; and with *Naples* an uncertain Number of Ponti, for the Ducat of 5 Taris.

At *Venice* both the current and Bank Ducat make 24 Soldi, or ſix Livres and four Soldi. The *Venetian* Piſtole 29 Livres; the Chequin is 17 Livres; the Teſtoon two Livres 14 Soldi; ½ ditto or a Julio, 18 Soldi; a Soldi 12 Denari; a Livre Picoli is 20 Soldi, and about 9*d.* Sterling. Accounts are kept here in Livres, Soldi and Denari, Picoli or current; but the Bank Entries are in Livres, Soldi and Groſſes. It deals very conſiderably in Exchanges, and gives to *London* a Ducat of 24 Grains Banco, for an uncertain Number of Pence Sterling; to *France* an uncertain Number of Ducats, for 100 Crowns *Tournois*; to *Spain* one Ducat for a Number of Maravedies; to *Holland*, *Brabant*, and *Hamburgh*, a Ducat for a Number of Groots; to *Novi*, an uncertain Number of Ducats for 100 current Crowns; to *Naples*, 100 ditto for an uncertain Number of Ducats, of 10 Carlins; to *Legborn*, 100 ditto for a Number of Dollars of ſix Livres; to *Lucca* 100 ditto for an uncertain Number of Crowns of 7½ Livres; to *Rome* the ſame, for an uncertain Number of Crowns; to *Genoa*, an uncertain Number of Soldi Banco for the Crown of four Livres; to *Milan* the ſame, for a Crown of five Livres, 15 Soldi; to *Franckfort*, *Nuremberg*, and *St. Gal*, 100 Ducats, for an uncertain Number of Guilders of 60 Creutzers.

At *Bologna* Accounts are kept in Livres, Soldi, and Denari, the Livre being 20 Soldi, and the Soldi 12 Denari. The Money is a Crown worth four Livres

five

five Soldi, or 85 Boulonins. Here is likewiſe a Teſtoon valued in one Livre 10 Soldi; a Jules at 20 Quartrins, and the Soldi Bayock, or Boulonin, at ſix Quartrins. Many Coins of the Empire, *France*, and *Spain*, paſs current here; and it exchanges with *France* an uncertain Number of Soldi, for one Crown *Tournois*; with *Naples* the ſame, for the Ducat of 10 Carlins; with *Venice*, the Crown or Dollar of 85 Soldi, for an uncertain Number of Soldi; with *Rome* an uncertain Number of Soldi, for the Crown of 10 Julios; with *Lucca*, the ſame for the Crown of 7½ Livres; and with *Florence* ditto for the Ducat of ſeven Livres.

At *Bergam* many foreign Coins are current, and their Accounts kept in Livres, Soldi, and Denari, of which 20 Soldi make a Livre, and 12 Denari one Soldi. The Ducat or Crown of Exchange is reckoned at 7 Livres, and of theſe it gives to *Novi* an uncertain Number, for 100 Crowns that Money; to *Milan* the ſame for the Ducat of five Livres and 15 Soldi; to *Lyons* ditto for a Crown *Tournois*. To *Rome* ditto for a Stampt Crown; and to *Venice* a Crown for an uncertain Number of Soldi.

At *Parma* Accounts are kept in Crowns of 20 Soldi, and one Soldi is 20 Denari. The Merchants Crown is reckoned 4 Livres, with an unſettled Premium.

At *Modena* Accounts are kept in Lires, Soldi, and Denari; they have alſo a Ducat of five Livres, with many other foreign Coins current here.

Mantua has the ſame Species and the ſame Way of Reckoning as the laſt mentioned Place.

And at *Ferrara* and *Ancona* Accounts are kept, and the Species the ſame as at *Rome*.

In the Iſland of *Sardinia*, Accounts are kept, as in moſt Parts of *Italy*, in Livres, Soldi and Denari; the Dollar or Piece $\frac{8}{8}$ is worth 9 $\frac{1}{5}$ Rials, and the Rial 15 Soldi, *Sardinia* Money, and the Livre 20 Soldi; ſo that the Dollar is valued in 6 Livres, 18 Soldi, or 138 Soldi, that Iſland's Currency.

At *Placentia* Accounts are kept in Crowns, Soldi, and Denari of *Mark*, of which 12 Denari make a Soldi, and 20 Soldi the Crown. This Place always gives in Exchange an entire Sum, *viz.* a whole Crown, or 100 Crowns, *&c.*

In the Iſland of *Malta*, Accounts are kept, and Money is the ſame with that of *Sicily*, being Silver, Copper, or Braſs, of which the latter are the current Species; and in Negotiations of Purchaſes or Sales, it is always ſtipulated whether Payment ſhall be made in Silver or Braſs Money, the former being eſteemed 50 *per Cent.* better than the other. Six Pichili make a Grain, 10 Grains a Carlin, two Carlins a Tarin, and a Deci Tarini 10 Tarins, beſides which many foreign Coins are current on the Iſland.

In *Savoy* and *Piedmont*, the Species are Madonines or Piſtoles of *Savoy*, worth 13 Livres; Ducatoons, worth 7 Florins, or 84 Soldi. The *Savoy* Crown, worth 3 Livres, 12 Soldi; the Livre worth 20 Soldi, and the Soldi worth 4 Quatrins, or Liards. Accounts are kept here in Livres, or Lires, Soldi and Quatrins; and their Exchanges are in Ducatoons.

In the Iſland of *Candia*, the ſame Coins are in Uſe, and the ſame Method of Accounts practiſed, as at *Venice*. In their Meaſuring two Pico's are uſed, the one for Silk, and the other for Woollens; 100 of the former making about 61 ½ Yards *Engliſh*, and 100 of the others four Yards more. The Weights of this Iſle are alſo two; the Suttle and great Weight; 100 lb. of which latter very nearly correſpond with 118 lb. Avoirdupois, and the 100 lb. Suttle making about 76 lb. Ditto.

In the *Morea*, Accounts are kept, as in *Venice*, or *Turkey*, according to which of theſe Powers the Place is ſubject, though they generally reckon in their Dealings by the Dollar of 80 Aſpers. In computing their Weights, they reckon 11 $\frac{1}{7}$ Drams to an Ounce, 12 Ounces to the Pound, 3 lb. to the Oc-que, 132 lb. to a Quintal (of about 117 ½ lb. *Engliſh*) though in weighing Raw Silk, they count 15 Ounces to the Pound. Oyl is ſold here by a Meaſure called the Levor, weighing about 7 ½ lb. of which 10 make near 15 *Engliſh* Gallons or 112 ½ lb.

Corn is ſold here by the Bochel, of which 9 make 8 Buſhels *Wincheſter* Meaſure, and their Wine is ſold by the Loder, containing about 8 Gallons *Engliſh*; which Weights and Meaſures I mention here, as they were omitted in their proper Place.

At *Conſtantinople*, the current Coins are golden Sequins, worth 243 Aſpers. The Piece reckoned at 120 Aſpers. The Paras or Medins worth 3 Aſpers, and the Aſper worth a Trifle more than a Farthing Sterling. Many foreign Coins paſs here, ſuch as *Spaniſh* Dollars (if weighty) at 108 to 110 Aſpers, and in Proportion for what they are light; Caragrouchs (Money of the Empire) for 120 Aſpers; the Aſſclanis, Abouquels, and Lion Dollars of *Inſpruck* and *Holland* worth 116 Aſpers; the *Poliſh* Abras, the *Turks*, *Izelotes*, *Venetian*, and *Hungarian* Zekins, *&c.*

At *Smyrna*, they uſe for current Money the Aſſelanis and Abouquels, worth 80 Aſpers, the Scherifs of this Place being Pieces of Gold worth 2 ¼ Dollars.

At *Alexandretta*, or *Scanderoon*, as well as at *Aleppo* and *Seyda*, the current Coins are the Dollar worth 80 Aſpers, and under theſe Denominations all Accounts are kept in theſe Parts.

At *Alexandria*, *Roſetto*, and *Grand Cairo*, the current Dollar is worth 33 Medini, and the Abouquel or Lion Dollar, 30 Ditto; the Aſſellani worth 32 Medini, and the *Spaniſh* Dollar about 70. The Gold Coins are the Sultani, Xeriff, and Chekeens, being each worth about 9*s.* 4*d.* 5 *d.* or 6 *d.* Sterling.

The Places mentioned in the three laſt Articles ſhould not have been inſerted here, had their Connexion been leſs with *Conſtantinople* than it is, as their Situation is not in *Europe*, to which Part of the World I propoſed to confine the preſent Section of Meaſures, Weights and Coins, which I have now finiſhed with all the Accuracy I have been able; and though the greateſt Part of the preceding Tables and Computations are collected from ſeveral Authors, and their Errors (which were many) corrected, wherever I perceived them; yet I have not ſtopt here, but alſo very conſiderably enlarged them, by the Addition of many principal trading Places, that had been omitted by the Compoſers of the aforeſaid Calculations, who have generally copied from one another, and thereby propagated the Miſtakes and Overſights of the firſt Inventors, which are here (at leaſt in ſome Meaſure) rectified and improved.

I ſhall next endeavour to give the beſt Account I can of the Weights, Meaſures, and Coins of the other trading Parts of the World, and with this finiſh my Work, and conclude my Labours.

At *Caffa* in the Black Sea, many foreign Coins are current, but thoſe in moſt Eſteem are the weighty *Mexican* and *Sevilian* Dollars, which are always worth here 10 *per Cent.* more than the Aſſelani, being continually bought up by the *Armenians*, and ſent to *Perſia*. The Aſſelani paſſes for 90 to 100 Aſpers; the *Venetian* Zekin for 2½ Aſſelanis, (as at *Conſtantinople*;) the Abros paſſes for ¼ of an Aſſelani; the Izelot for ² of ditto, and the Turk for ⅓. The Ocque or Ok of *Caffa* is the ſame with that at *Conſtantinople*: And they have two Sorts of Long Meaſures, the one for Woollens and Silks, and the other for Linens, Cottons, &c. both are called Pics, but the firſt for Diſtinction Pic-arſem; the Linen Pic is 30 *per Cent.* bigger than that of *Conſtantinople.*

At *Kily*, or *Kilia*, the Money conſiſts in Aſſelanis worth ſometimes 115 or 116 Aſpers, as at *Conſtantinople*, their Price being generally governed by that of the laſt City: The Izelot is received here for ⅔ of the Dollar. The Sevilan and the Caragrouſch have here the ſame Currency as at *Conſtantinople*, and other Species at a proportionable Value.

At *Prevat*, all Trade is carried on in Aſſelanis, Abras, *Turks*, *Izelotes*, *Venetian* and *Hungarian* Zekeens, Cheriffs, Aſpers and Para's; theſe Species being commonly 15 *per Cent.* higher than at *Conſtantinople*, as they are at *Synope*, *Nicopolis* and *Caſtamboli.*

At *La Maſtre* the current Coins are only the Aſſelanis, Quarts, Turks, Izelotes, and Aſpers, the Sevilan and Caragrouſch Dollars not being ſo much as known here.

At *Salonica*, in the *Archipelago*, the Sevilan is worth 212 Aſpers, and the Sequin Rouſpi 412. The Meaſure called the Guilot makes near half a *Leghorn* Sack, as the Ocque does 3 ½ lb. of that City, and the Pic is near a *Dutch* Ell.

In *Barbary* the greateſt Part of the Money uſed is foreign: Here are however ſome Coins ſtruck by the Kings or Deys in their different Territories, tho' the general Currency in theſe Parts are *Spaniſh* Dollars, *French* Crowns, *Hungarian* Ducats, and the *Turniſh* Golden Sultanins.

The Metacals are a Sort of Gold Ducats made at *Morocco*, by the Jews at their Pleaſure, ſo that their Standard is very uncertain; the Blanquiles are ſmall Silver Pieces worth 2½ *French* Sols, and the Felours are Copper, of which 8 go to a Blanquile. Dollars, Halves and Quarters are almoſt the only foreign Coin current in *Morocco*, where the *Engliſh*, *French* and *Dutch* Gold and Silver, or the *Spaniſh* Piſtoles are not received.

There is alſo coined at *Tunis* ſome Species of Gold and Silver. The Sultanins are of the former Metal, but heavier by ⅓ than thoſe of *Europe.* The Navara are of Silver, cut nicely ſquare, the Doublas and Burbas coined here are the ſame in Value with thoſe of *Algier.*

The long Meaſure of *Mequinez* is the Palme, which is 8 *French* Inches, or ⅔ of the *Paris* Foot: And the long Meaſure of *Santa Cruz* in the Kingdom of *Morocco*, is called a Coude, of which 100 *Paris* Ells make 225; the 100 Aunes of *Holland* 133; 100 *Engliſh* Yards about 175; and a Cane of *Provence* 3¼ Coudes. The real Coins are the Flux, Blanquille and golden Ducat; the Flux is of Copper, and 16 go to the Blanquille, of which 4 make an Ounce, and 10 Ounces

Ounces or 40 Blanquilles make a ſilver Ducat; the golden one has no fixed Courſe, but the Price of it varies according to its Scarceneſs or Plenty, from 12 ½ to 15 Ounces. A weighty Dollar yields a Trifle more than 7 ¼ Ounces, given into the Mint for making Blanquilles; their Weights are 5 *per Cent.* heavier than the Mark Weights, and it has been found by Experience, that 100 *Marſeilles* Pounds, produce at *Santa Cruz* 79 lb. and 100 of *Santa Cruz* yield 125, or 126 at *Marſeilles.*

At *Algier* the current Money made there, are golden Sultanins, and Aſpers; Burbas, of which 6 go to an Aſper. The Doubla is Silver, and worth a trifle more than the *French* Crown; the Rubick, Median and Zian, are all gold Coins; the firſt worth 35, and the laſt 100 Aſpers; but theſe 3 Species are particularly ſtruck at *Tremecen.* The foreign Coins that paſs here, are the Sultanins of *Morocco*, the *Portugal* Golden Pieces, the *Venetian* Sequins, the *Spaniſh* Piſtoles, and Dollars of all Weights. The Value of theſe Species is not here fixed, but varies (though not much) according as it ſuits the Government; not but the *Patique Cheque* (ſmall Dollar) or the Aſper Dollar (which is an imaginary Coin) being fixt, and always worth 232 Aſpers; the ⅓ of a current Dollar, commonly called the great Patique, which ordinarily weighs 2 ½ Piſtoles, but is ſometimes altered by the Dey. In 1725, the Sultanin of *Algier* and that of *Morocco*, were worth 2 current Dollars and 4 Rials; the *Venetian* Sequin, 2 Dollars, 6 Rials; the Cruzade of *Portugal* 7 Dollars; the *Spaniſh* Piſtole 4 Dollars and 4 Rials; the *Sevil* and *Mexican* weighty Dollars, 20 to the Pound, 3 ſmall Patiques and 7 Temins; the weighty *Leghorn* Dollar, 3 current Dollars, and 6 Rials; ditto of *Tunis* 3 Dollars, and 4 Rials; the great Patique or current Dollar of *Algier*, 3 ſmall Patiques, or 696 Aſpers; the Temin is a ſmall Rial, or ⅛ Part of the little Patique, that is 29 Aſpers; the Caroube is half a Temin or 14 ½ Aſpers.

The common *Algier* Quintal is 133 lb. of *Marſeilles*, or 106 lb. de Marc; the Pound in general is compoſed of 16 Ounces, except in weighing Chocolate, Tea, and ſimilar Commodities, when it is only 14 Ounces; the Pound of Dates, Raiſins, *&c.* is 27 Ounces.

The Meaſure for Woollens and Linens is the *Turkey* Pic, of which 2 make 1 Aune and 2 Inches *Paris* Meaſure; but Gold and Silver Stuffs and Silks are ſold by the *Moreſco* Pic, three of which only make 2 ⅟₇ of that of *Turkey*.

Though a conſiderable Trade is carried on to the prodigious extenſive Coaſts of *Africk*, and though theſe are peopled by numerous different Nations, yet Coins are unknown among them, and all their commercial Tranſactions carried on by Way of Barter, they having no other Money in Uſe, than ſome Shells for the purchaſe of ſmall Matters, in moſt Places; and in *Abyſſinia* or the Empire of *Preſtor John*, ſome Bits of Rock Salt only; ſo that this great Part of the World affords me nothing to remark on the Subject I am at preſent engaged in, till we come to the Iſle of *Madagaſcar*, where though Money is uſeleſs, yet they have ſome Weights, though only for Gold and Silver, and the biggeſt of theſe not exceeding a Dragme, or the Gros, they having no Notion of Ounces or Pounds, nor Terms in which to expreſs them. The Gros is here called *Sompi*, the Demigros, *Vari*; the Scruple, or Penny-weight *Sacare*; the Demy Scruple or Obuley *Nanqui*, the ſix Grains *Nanque*, the Grain unnamed among them. And all other Merchandize are exchanged according to their Value and not Weight. They have likewiſe here long Meaſures, and thoſe of Continence, the latter like Buſhels are called *Troubabovache*, or Moncha, that hold ſix Pounds of huſked Rice. The *Voule* not containing above half a Pound, and the *Zatou*, with which unhuſked Rice is meaſured and contains 100 Voules, being near 25 Pounds; they have but one long Meaſure called Refe, which is very near an *European* Braſſe, and they are not unacquainted with the Span, but open their Hand to deſcribe it.

I ſhould here have proceeded to deſcribe the Weights, Meaſures and Coins of *Aſia*, &c. as they are in Uſe at every Place, but as this would occaſion Repetitions, I ſhall give them alphabetically to avoid ſwelling this Article unneceſſarily.

Abagi, or *Abaſſia*, is a *Perſian* ſilver Coin, worth 2 Mamoudis or 4 Chayes; the Chaye reckoned to be equal in Value to a trifle more than 4 Sols, 6d. of *France*, ſo that the Abagi is 13 Sols, 6d. This Specie is current through all *Perſia*; and at *Teflis* and in all *Georgia* it is worth 22 Sols *Tournois*; 4 Chaouris, or Sains, make here an *Abagi*; 1 Uſaltou, a half *Abagi* or 2 Chaouris; 40 Aſpers or Carbequis make alſo an Abagi, and the *Venetian* Sequin is worth ſix Abagis and three Chaouris.

Abas, a *Perſian* Whight for Pearls, being ⅛ lighter than the *European* Carat.

Abucco, *Abocco*, or *Abocchi*, a Weight uſed in the Kingdom of *Pegu*, conſiſting of 12 ½ Teccalis; 2 Abuccos make the Agito, or Gizo; 2 Gizos make 1 Demi Biza, and the Biza weighs 100 Teccalis, about 2 lb. 5 Ounces of the heavy, and 3 lb. 9 Ounces of the light Weight of *Venice*.

Acre, or *Lacre*, an *Indian* Money.

Almene

Almene an *Indian* Weight of about 2 lb. ſerving to weigh Saffron in many Parts on that Coaſt.

Areb, an imaginary Money in the States of the *Great Mogul*, particularly at *Amadabath*, of which 4 make 1 Crou; a Crou worth 100 Lacs or Lacques; and the Lace 100000 Roupies, or Rupees.

Baat, in *Siameſe* and *Tical* in *Chineſe*, is both a Weight and Coin current in the two Empires; the Weight is 4 Mayons (in Siameſe Seling) the Mayon 2 Fouangs, the Fouang 4 Payes, and the Paye 2 Clams; here are alſo Sompayes, in Value ½ a Fouang. All theſe Weights are alſo Coins, or at leaſt Bits of Silver that paſs in lieu of them, as well in *China* as *Siam*. The Tical weighs 3 Gros and 23 Grains, which, reckoning the Ounce of Silver at 3 ½ Livres *Tournois*, is 32 Sols and 4 Deniers that Money, as it weighs near ½ an Ounce.

Bahar, *Bahaire*, or *Barre*, is a Weight uſed at *Ternate*, *Malacca*, *Achem*, and ſeveral other Places in the *Eaſt-Indies*. There are two Sorts of them, the one called the great *Bahar* and the other the little one. By the firſt Pepper and all other Spice is weighed; it is compoſed of 200 Catis; the Catis of 26 Taels, or 38 ½ Ounces *Portugueſe*, each Tael being reckoned 1 ½ Ounce that Weight, ſo that the Bahar is 550 lb. of *Portugal*, or 481 lb. 4 Ounces, of *Paris*, *Straſburg*, *Amſterdam*, &c. The ſmall Bahar, by which is weighed Quickſilver, Vermillion, Silk, &c. alſo conſiſts of 200 Catis, but each Catis is only 22 Taels, or 32 ½ Ounces *Portugueſe*; ſo that this Bahar only makes 458 lb. 13 Ounces of *Portugal*, and theſe near 401 lb. 7 Ounces of *Paris*.

The Bahir of *China* is 300 Catis, but theſe only make 200 of *Malacca*, each *Chineſe* Catis containing no more than 16 Taels, one of which weighs 1 ½ Pieces ⅜ and conſiſts of 10 Maſmace or Maſes, and each Mas 10 Condorins. The Bahir of *Mocha* in *Arabia*, weighs 420 lb. containing 15 Traſſels, the Traſſels 10 Mauns, the Maun 40 Tuckea, and the Tuckea 10 Coffila.

Baruth, an *Indian* Meaſure, containing 17 Gantans, that is 50 to 56 lb. of Pepper, *Paris* Weight, of 16 Ounces to the Pound, ſo that the Gantan ought to hold near 3 lb.

Baſaruco, a ſmall *Indian* Coin of two Sorts, the one termed good, and the other bad, which latter are ⅙ leſs than the others; 3 good Baſarucos make 2 *Portugueſe* Reas, 15 a Vintain, and 375 a Pardaoxerafin.

Batman, a *Perſian* Weight, of which there are two Sorts, the one called Batman de Cahi, being the King's Weight, and the other Batman de Tauris, from the Name of a principal City in *Perſia*; that of Cahi ſerves to weigh as well the Neceſſaries of Life, as the Loads of the Beaſts of Burden. It weighs 12 ½ lb. of *Paris*, of 16 Ounces. That of *Tauris* only uſed in Affairs of Trade weighs 6 ¼ lb. or half of the other, though by ſome it is ſuppoſed only to weigh 5 lb. and 14 Ounces, at which Computation it conſiſts of 6 Rattles, each a Trifle leſs than a *Pariſian* Pound; the Derhem or Dragme, which is the fifth Part of a Pound; the Meſcal ½ a Derhim, the Dung or the 6th Part of a Meſcal, and is equal to 6 Grains, Carat Weight, and the Barley Corn which is ¼ of the Dung; beſides which Diviſions the *Perſians* have that of the Vakie, about a *French* Ounce, and the Sahcheray, conſiſting of 1170 Derhem.

Beſorch, a current Coin of *Ormus*, very near in Value with the Lairds of *France*, 10 of them make 1 Pais; 4 Pais 1 Soudis; 10 Pais 1 Chay (worth 4 *Dutch* Stivers) 20 Pais 1 Mamoudi; 2 Mamoudis 1 Abbaſſi; 25 Pays 1 Larin; 5 Larins the Real or Rixdollar; and 100 Mamoudis 1 Toman. They reckon in *Ormus* by Tomans, the ſame as in *Holland* by Livres de Gros.

Biis, both a Weight and Meaſure uſed on the Coaſt of *Coromandel* in the *Eaſt Indies*. It is the ⅛ of the Maun, containing 5 Ceers, and 1 Ceer 24 Tols. See *Maun*.

Biſa, *Biza*, or *Bize*, is a Money of *Pegu*, with the ſame Currency as a half Ducat. *Biza*, or *Piza* is alſo a Weight in the ſame Kingdom for weighing of Merchandize; it is about 2 lb. 5 oz. heavy Weight of *Venice*, or 3 lb. 9 oz. the ſuttle or light Weight of that City; it likewiſe weighs 100 Tecalis; beſides this the ſmalleſt Weights are the Abucco, weighing 12 ½ Tecalis; the Agito weighing 2 Abocchis, and 2 Agiti the Demi-Biza, that is 50 Tecalis.

Biſti, a ſmall *Perſian* Money, which ſome good Authors place among the current Silver Coins of *Perſia*, and make it worth 1 Sol, 4 or 6 Deniers Tournois; but others probably more credible, and among them Sir *John Chardin*, only reckon the Biſti, as an imaginary Coin; it is true they call it Dinar-Biſti, which they make to be worth 10 ſingle Dinars; ſo that on this footing, of 10,000 ſingle Dinaries, that go to a Toman (another imaginary Specie) there muſt be only 1000 of thoſe called Biſti.

Cabeer, a Money uſed for Accounts at *Mocha*, of which 80 are reckoned to a *French* Crown.

Cacan, a liquid Meaſure of the Kingdom of *Siam*, which the *Portugueſe* call Choup; it contains near a Pot, or near 2 Pints of *Paris*, ¼ of the Canan is called Leing, the ſame as the *French* Chopine.

Candül,

Candül, or *Candile*, a Meaſure of Continence uſed in *India*, at *Cambaya* and *Bengal*, for Rice and other Grain; it contains 14 Boiſſeaux, and weighs near 500 lb. and the Gauge of Ships is reckoned here by the Candül, as it is by the Ton in *Europe*; ſo that when it is ſaid, a Veſſel is 400 Candüls Burden, it is to be underſtood ſhe can carry 200,000 lb. or 100 Tons.

It is alſo a Weight uſed in *China* and at *Galanga*, of which there are 2 ſorts; the ſmalleſt being 16 Mauns, the other, which is the heavieſt, conſiſts of 20 Mauns, the firſt makes 3 Chintals good Weight, and the laſt 3 Chintals and 3 Rubis; the Rubis making 52 Rotolis.

Cando, *Candi*, or *Condi*, a long Meaſure uſed in ſeveral Parts of *India*, and particularly at *Goa*, where it correſponds with 17 *Dutch* Aunes, $\frac{7}{8}$ *per Cent.* bigger than the Aunes of *Babel* and *Baſſora*; and 6 $\frac{1}{2}$ more than the Varre, or Aune of *Ormus*; Silks and Woollens are meaſured by the Varre, but Linens by the Cando; which Meaſure in the Kingdom of *Pegu* is equal to the Aune of *Venice*.

Cas, *Caxa*, *Cayas*, *Cache*, *Caſſe*, and *Caſie*, is a ſmall Money of Lead, and the Scum of Copper mixed; its principal Currency is at *Bantam*, and the reſt of the Iſle of *Java*, and in ſome neighbouring Iſlands; this Money made at *Chincheu*, a City in *China*, is a little thinner than a Double of *France*, and has a Hole bored in the middle, by which many of them are ſtrung together; this String, called a Santa, has 200 Caxas, which are worth 9 Deniers; 5 Santas tied in a Bundle, make 1000 Caxas, called a Sapacou, which make 3 *Dutch* Stivers and 9 Deniers. There is nothing more brittle than this Money, ſo that if it falls it certainly breaks in many Pieces; and if it lies but one Night in Salt Water, they ſtick ſo cloſe together, that more than half is broke in their Separation; the *Malayans* call them Cas; but in the Language of *Java*, they are named Pitis. There are two ſorts of them, great and ſmall; the latter are thoſe I have been ſpeaking of, whoſe Value is ſo ſmall, that 300,000 of them are only worth about 56 Guilders, and 5 Stivers of *Holland*; the biggeſt are the old ones, of which 6000, are worth a Piece of Eight, and are very little different from the Caches of *China*, and the Caſſies of *Japan*.

Caſava, *Gaſava*, or *Gazana*, is an *Eaſt-Indian* Silver Coin, and one of the Roupies current in the Dominions of the *Grand Mogul*, eſpecially at *Amadabath*.

Caſbeque, *Kabeſque*, or *Cabeſque*, is a ſmall Copper Coin, only made, and current in *Perſia*; it is worth about 6 Deniers Tournois, and the Demi-Cabeſque one half. *Pul*, is the common Name for all Copper Money in *Perſia*.

Cati, *Catti*, or *Katti*, is a *Chineſe* Weight, particularly in uſe on the Side of *Canton*. It is divided into 16 Taels, each Tael making 1 Ounce, 2 Gros of *France*; ſo that the *Cati* is 1 lb. 4 oz. Mark; 100 Catis make a Pic, which is a large *Chineſe* Weight, like the 120 lb. of *Paris*, *Amſterdam*, *Straſburg*, &c. The Cati is alſo the only Weight at *Japan*; it is likewiſe uſed at *Batavia*, and other Parts of *India*, where it is lighter or heavier, according to the number of Taels, it conſiſts of; for Example, at *Java* it is worth only 20 Taels, and at *Cambaya* 27.

Cati is alſo a ſmall Weight which the Eaſtern Lapidaries uſe, for weighing Emeralds, being only 3 Grains. It is likewiſe an Account Money uſed in *Java*, and other neighbouring Iſlands, being near in Value to 19 *Dutch* Guilders, and 100,000 Caxas of *Java* go to the Cati.

Cavan, uſed in ſome of the *Philippine* Iſlands, and eſpecially at *Manilla*, for meaſuring Rice, and other Corn and Pulſe, containing 50 *Spaniſh* Pounds of the firſt.

Chaye, *Schai*, or *Chay*, is the ſmalleſt Silver Coin that is made, or current in *Perſia*; ſome pretend that this is the Biſti, which according to their reckoning makes 1 Sol and 6 Deniers Tournois, altho' it ſeems certain, that the Biſti is not a real, but imaginary Specie. The Chaye is worth juſt 4 Sols, 7 Deniers and 1 Maille of *France*.

Cheda, a Pewter Coin, made and current in the Kingdom of that Name, lying in the *Eaſt-Indies*, and in the Neighbourhood of the *Great Mogul*'s Dominions. There are two ſorts of this Money; the one of an Octagon, and the other a round Figure; the firſt weighing 1 $\frac{1}{2}$ Ounce, and paſſes in the Country for the Value of 2 Sols Tournois, altho' on the footing of 14 Sols per Pound of Pewter; it ought not to be worth more than 1 Sol and 3 Deniers. The round Cheda worth 4 Deniers, has 80 Cawries, or *Maldivian* Shells given for it; both are received in the Kingdom of *Pera*, of which the King of *Cheda* is alſo Maſter.

Cheraſis, or *Tela*, are Golden Medals, ſtampt in *Perſia*, erroneouſly ſuppoſed by ſome to be a current Coin, but the *Perſians* make none of Gold; ſo that all the Money paſſing in that Empire of this Metal is foreign, and not coined there.

Cheray, or *Chaby*, a *Perſian* Weight uſed in Trade; this is what is otherwiſe called the civil or common Weight, and is double that named the legal Weights.

Cherif,

Cheriſ, a ſmall Gold Coin made current in *Ægypt*, worth about 4*s.* Sterling.

Clam, a ſmall Weight, and imaginary Coin of *Siam*. Vide *Baat*..

Cobile, *Covid*, or *Coude*, a long Meaſure uſed in ſeveral Parts of *India*, being unequal and varying as the Aune does in *Europe*. At *Surat*, Monſ. *Tavernier* makes it 2 Feet and 16 Lines, King's Meáſure, and 'tis divided into 24 Taſots, each Taſot a Trifle more than an Inch.

Cockien, an imaginary Specie, uſed at *Japan* in Accounts, like the Piſtole in many Parts in *Europe*, being in Value about 10 Livres *Carolus* of the Low Countries.

Coffila, a Weight of *Mocha*. Vide *Babar*.

Cohi, a large dry Meaſure uſed in the Kingdom of *Siam*, for Corn, *&c.* It contains 40 Seſtes, and the Seſte 40 Sats; ſo that reckoning the Sat at a Trifle more than 3lb. Marc, and the Seſte 100 Catis, or 125 lb. that Weight, the Cohi muſt weigh exactly 5000 lb.

Coiang both a Weight and Meaſure of *Cambaye* in the *Eaſt-Indies*, of which 5 make a Laſt.

Commaſſe, or *Connuaſſe*, a ſmall Money current at *Mocha*, and the only one made there; it has not a fixed Value, but is dependent on the Governor's Caprice for it; 60 Commaſſes and 80 Caveers (or Cabeers in which Accounts are kept) make a *French* Crown.

Compan, a Silver Money current in ſeveral Parts of *India*, particularly at *Patane*, it is worth about 9 Sols, *French* Money, tho' it riſes and falls; and is near the ſame in Value and Alloy with the Maimoudi of *Cambaye*.

Condorin, a Sort of a ſmall Weight, which the *Chineſe*, eſpecially thoſe of *Canton*, uſe for weighing the Silver received and paid in Trade; it is worth about 3 Farthings Sterling, 10 of them making 1 Mace, and 10 Mace 1 Talc, or Tael.

Conduri in *Malayn*, or *Laga*, in the *Javan* Language, is a ſcarlet Bean with a black Spot on its Side, which thoſe two People uſe for weighing Gold and Silver.

Conedis, a ſmall Coin uſed at *Goa*, and in all the Kingdom of *Cochin*.

Cotta, a Sort of a Meaſure uſed in the *Maldives*, for meaſuring of Cauris, or Cowries, a ſmall Shell that ſerves as Money in ſome Parts of *Aſia*, and the greateſt Part of the Coaſts of *Africk*; it contains 12000 of thoſe Shells.

Couit, called alſo Guz, a Sort of Aune uſed at *Mocha*, for meaſuring Linens and Silks, of about 24 Inches long.

Coupant, an oval Piece of Silver or Gold of *Japan*, of various Sizes. The biggeſt of the Gold ones weigh 1 ¼ Ounce, which at 63 Shillings Sterling per Ounce comes to £. 5*l.* 10*s.* 3*d.* others about ⅓ as big both in Size and Weight, are worth £. 1 *l.* 16*s.* 9*d.* The Silver weigh about 7½ Pennyweights, and all theſe Pieces are not properly Coin, but are taken by Weight as ſuch.

Coupant is alſo a ſmall Weight uſed in the Iſle of *Borneo*, for weighing Diamonds, 10 of them making between 30 and 40 Carats.

Kouron, more properly a Sum, than any particular Specie of Money, being uſed at the Court of the *Grand Mogul*, to expreſs the great Sums in the Finances of that Sovereign, near the ſame as in *France*, and other *European* Courts, where theſe are reckoned by Millions. It has been falſly called by Monſ. *Savary*, Coroure, Courou and Crou, for its proper Expreſſion is Couron, being in Accounts 10 Millions of Rupees, or 100 Lakes, or Lacks, the Lack making 100,000 Rupees; 100 Courons make one Padan, and 100 Padans one Nil, tho' theſe two laſt run up ſo high as to be almoſt out of Uſe.

There never was an Occaſion to have the Value of Courons ſo well known or conſidered either in *Europe* or *Aſia*, like the Occurrence at the Beginning of 1739, by the rapid und unheard-of Expedition of the famous *Thamas Kouli-Kan*, Schach-Nadir of *Perſia*, againſt the City of *Debly*, Capital of the Great Mogul's Dominions of which an exact Relation arrived to us in 1740, by Way of *Conſtantinople*, and made the Booty taken there amount to 111 Courons, which (valuing the Rupee at 3 *French* Livres, or 30 *Dutch* Stivers) makes 3330 Millions of Livres *Tournois*, or 1665 Millions of Guilders; a Sum and Capture ſo immenſe, as to ſtand unexampled in Hiſtory; and what makes it the more ſurprizing is, that almoſt all theſe Riches were taken in the City of *Debly* only. And the laſt would ſeem incredible, if it was not known, that the Silks, Cottons, and other Goods, the Manufactures and Growth of this vaſt Empire, attract and bring in here Plate from moſt Parts, both of *Aſia* and *Europe*, by the many Ships that come yearly to purchaſe their Loadings with this Metal, *Indoſtan* being an Abyſs for it, where all that which *America* yields, is ſooner or later ſwallowed up, by falling into the Hands either of the Prince, or his Rajas, who never let the Value of a Shilling return. *Thamas Kouli Kan* having reſtored the Empire he had conquered to the Mogul, impoſed on him (by Treaty) an annual Tribute of 3 Courons, or 30,000,000 of Rupees; which I ſuppoſe he has been able to ſhake off, ſince

ſince the Troubles in *Perſia*. I hope this little Hiſtory will not be diſagreeable to my Readers, to whom I have been tempted to offer it, by the extraordinary and uncommon Circumſtances of the Affair, and under the Suppoſition that ſo punctual a Detail of it may not have fallen into every one's Hands.

Daezajie, a Silver Coin, current in *Perſia*, being worth 5 Mamoudis; and 2 of them make the Haſaer Denarie.

Dank, or *Danek*, a ſmall Silver Coin current in *Perſia*, and ſome Places of *Arabia*, it weighs $\frac{1}{6}$ of a Dragme, and has its correſpondent Value. Dank is alſo a ſmall Weight uſed by the *Arabians*, for precious Stones, and Drugs employed in medicinal Compoſitions; it is $\frac{1}{6}$ Part of the *Arabian* Dragme, or 8 *French* Grains.

Derhem, a ſmall *Perſian* Weight $\frac{1}{5}$ of a Pound. *Vide Batman.*

Dinar, a *Perſian* Word, ſignifying ſometimes all Sorts of Gold Coins, and at other Times a ſmall imaginary Specie, worth 1 Denier.

Dinar Cheray, a *Perſian* Weight, of the Value of a Dollar, or Golden Ducat.

Ding, a general Name for all Weights at *Siam*, in particular; they have ſcarcely any others ſeparate from their Coins, tho' this is only to be underſtood of the Silver ones, Gold having no Currency here as Money, but is bought and ſold as a Merchandize, and is worth twelve times as much as Silver.

The Weights of *Siam*, that have the ſame Name with their Money, are the *Cali*, or *Schang*, the Mayon or Seling, the Foüan, Sompaye, Paye, and the Clam.

Doudou is a Copper Money, current in ſome Parts of the Eaſt, particularly at *Suratte* and *Ponticherry*; it is worth a Trifle leſs than 2 *French* Liards, ſo that there goes 14 to the Gold Fanom of thoſe Places, or about 6 Sols *Tournois*; and 1 Doudou is worth 2 Caches.

Ding, a ſmall *Perſian* Weight, $\frac{1}{2}$ of a Meſcal, and of which about 3600 go to the ſmall Batman of *Perſia*, called the Batman of *Tauris*, and near 7200 to the great, or King's Batman. Beſides the Ding, here is the Grain of Barley, reckoned $\frac{1}{4}$ of it, ſo that the Batman of *Tauris* conſiſts of near 14400 Grains of that Corn, and the King's Batman as many again. Ding is alſo a Silver Coin, made and current in *Perſia*, weighing 12 Grains.

Fano, a ſmall Weight uſed at *Goa*, and ſome other Places in the *Eaſt-Indies*, for weighing Rubies, being 2 *Venetian* Carats.

Fanon, or *Fanos*, a Coin current on the Coaſt of *Malabar*, *Coromandel*, in the Iſle of *Ceylon*, and ſeveral other Parts of *India*; there are of them both Gold and Silver; the former not the ſame in all Places, either in Goodneſs or Weight, which makes a great Difference in their Value: The heavieſt are not worth above 5 *d.* to $5\frac{1}{2}$ *d.* Sterling, and the lighteſt little more than 5 Farthings; they weigh ſeven Grains, but the Gold is of ſo baſe an Alloy, that 22 of them hardly make half a Crown; theſe are made at *Aſem*; and thoſe of *Pegu* are of the ſame Weight, but being of a better Standard, 15 are equal in Value to the aforeſaid 22. There are likewiſe Golden Fanons at *Ponticherry*, worth about $3\frac{1}{2}$ *d.* They are made like the half of a Pea, and nothing bigger; 12 Doudous are given for this Fanon, and 2 Caches for the Doudou.

The Silver Fanos are not worth at moſt above 2 *d.* Sterling, 20 of them going to the Pardo, a *Portugueze* Money made at *Goa*.

Faratelle, a Weight made uſe of in ſome Parts of *India*, equal to 2lb. of *Liſbon*, of 14 oz. Marc, or $1\frac{3}{4}$ of *Paris*.

Fayalle, an imaginary Coin, valued by ſome as the Piſtole of *France*, *viz.* 10 Livres, and others by $12\frac{1}{2}$ Livres; which difference apparently proceeds from the firſt Valuation being made on the *French* Livre of 20 Sous, and the other on the Livre or Guilder of *Holland*, worth 25 Sous.

Forle, or *Fulle*, a copper Coin, made and current in *Ægypt*; it is alſo called Fulbe or Bulba; this Specie is about the Size of a *French* Double, tho' a little thicker, and is worth a Liard, or 3 Deniers that Money: Eight Forles make a Meidin, and there are half Forles; the *Turks* call it Mangour.

Fouang, or *Foang*, *Vide Baat.*

Fun, called a Money by *Gemelli*, an *Italian*, the only one that ſpeaks of it, tho' he leaves its Value and Metal unexplained. The Journal of the Sieur *Lange* to the Court of *China* in 1721, ſays, the *Chineſe* Weights are divided into *Laen*, *Tzin*, and *Fun*, of which 10 Tzins make a Laen, and 10 Funs a Tzin. A Laen of *China* has ſomething more in Silver than the *Ruſſian* Rouble. 16 Laens make 1 Gin, which a little exceeds the *Dutch* Pound of 16 Ounces. 4 Funs make near 30 Zſchoſſes, or Tizüns, a ſmall Braſs Coin. One Laen of the fineſt Silver is according to its juſt Value, worth 1000 Zſchoſſes. The Price of this Money is commonly ſo ſubject to vary, that it regularly riſes and falls weekly; and from what is ſaid above, we may reaſonably conclude that the Laen is the ſame, as is called by ſome the Leam, explained to be a Piece of Silver paſſing by Weight, and called by the *Portugueze* Tael.

Gallo, a Silver Money of the Kingdom of *Camboya*, in the *Eaſt-Indies*, weighing 1 Mace, 5 Condorins *Chineſe*. Its Standard was once 80 Tocques, but in the Year 1718 fell to 60.

Gantan, a Weight uſed at *Bantam* in the Iſle of *Java*, and ſome other Parts of the *Eaſt-Indies*, weighing near 3 *Dutch* Pounds.

Gantan is alſo a Meaſure for Pepper, containing exactly 3 lb. *Vide* Baruth. *Nic. de Graaf* ſays, that the Inhabitants of *Batavia* call the Meaſure they uſe for Rice, Ganting, containing near 14 lb. Weight, and tho' the Names of Gantan and Gunting are very much alike, their Contents greatly differ.

Gantan. Vide *Hali.*

Ganzas, or *Gauzas*, a Money made of Copper and Pewter by Particulars in the Kingdom of *Pegu*, and not in the royal Mints. The Value of theſe are not fixed, but riſe and fall, according to the Times of Payment, for the Goods of the Country, tho' they are commonly worth between 2 and 3 *French* Sous.

Gari, a Sort of an imaginary Specie, or rather the Denomination of a Sum, uſed in many Parts of the *Eaſt-Indies*, and particularly in the Dominions of the Great Mogul; 1 Gari of Roupies is worth near 4000 Roupies.

Gazana, or *Gaſava*, is a Silver Coin, and one of the Rupees current in the Great Mogul's Territories, particularly at *Amadabath*, worth 1½ Livre *Tournois.*

Gaze, a ſmall copper Money made and paſſing in *Perſia*, worth near 2 *French* Liards; ſome confound this with the Kabeſqui, and others eſteem it the Demi-Kabeſqui, or *Perſian* Liard.

Ge, or *Je*, a long Meaſure in the Empire of the Great Mogul, tho' 'tis not real but imaginary, and comes to about 34½ *Dutch* Aunes.

Gedeng, a Meaſure of Continence, that the *Indians* uſe for their Grain, and contains near 4 lb. (of 16 oz.) Weight of Pepper.

Giro, or *Agito.* Vide *Abucco.*

Goltſchut, a ſort of Money, or rather a ſmall Ingot of Gold that comes from *China*, and is regarded there rather as a Commodity than a current Specie; the *Dutch* gave it this Name, ſignifying in their Language a golden Boat, becauſe it is in this Shape, though other Nations call them gold Cakes.

As neither in all *China* or *Tonquin*, Gold or Silver Money is ſtruck, the Natives cut theſe two Metals into Bits of diverſe Weights, calling the ſilver ones Taels, and the gold Ones Goltſchuts, of which I am ſpeaking; theſe ſerve in large Payments, when the Taels and Copper Money are inſufficient. Here are of two Sorts, the one of 32$\frac{1}{7}$ Ounces, and the other but half as much. When the *Chineſe* tranſport their Goltſchuts into different Parts of *India* where they trade; the Merchants they deal with, commonly cut them in halves, as the *Chineſe* are ſo diſhoneſt, as often to line theſe Gold Cakes with either Copper or Silver to $\frac{1}{3}$ of their ſuppoſed Value.

The *Japaneſe* have alſo their Goltſchuts though only of Silver, which being of various Weights, are conſequently of different Values.

Grimelin, a ſmall Silver Coin, made and current at *Tripoli* in *Barbary*, in value a little more than four Sols *Tournois.*

Gueſte, a long Meaſure uſed in ſome Parts of the *Mogul*'s Dominions, being about 1 $\frac{1}{5}$ *Dutch* Aune.

Gueze, ditto of *Perſia*, for meaſuring Stuffs, Linens, &c. of this Meaſure there are two Sorts in that Kingdom, *viz.* the Royal Gueze, called alſo Gueze Monkelſers and the Gueze Racourcie, called ſimply Gueze; this laſt being only $\frac{2}{3}$ of the other. The Gueze Monkelſer contains 2 Feet 10 Inches, and 11 Lines of *Paris*, or $\frac{4}{5}$ of that Aune, ſo that 5 Guezes make 4 Aunes.

In *India* is alſo uſed a long Meaſure called Gueſe, which is near 6 Lines ſhorter than that of *Perſia*, or about $\frac{1}{76}$ of an Aune leſs, though as the difference is ſmall it is ſeldom regarded.

Guppas, Weights uſed in ſome Towns in the Streights of *Malacca*, particularly at *Queda.* 4 Guppas make the Guantas, 16 Guantas, 1 Hali, or Nali, and 15 Halis the Bahar of 450 lb. Marc.

Guz, vide Couit.

Hali, vide Cuppas.

Haſaer Menarie, a Silver Coin current in *Perſia*, worth 10 Mamoudis.

Jerun Chrochen, a Money coined in the Dominions of the *Grand Seignor*, current for half a Ducat.

Keer, or *Ceer*, Weights uſed in ſome Cities of the *Great Mogul*, particularly at *Agabar* and *Ziamger*, in the firſt of which Places it weighs 36 ſmall Weights of 1 $\frac{1}{4}$ lb. Marc, and in the other 36 of 1 $\frac{1}{2}$ lb.

Ken, a Sort of an Aune uſed at *Siam* not quite 3 Feet, 2 Kens making one Voua, which is a *French* Toiſe leſs 1 Inch; the Ken likewiſe makes 2 Socks, the Sock 2 Keubs, the Keub 12 Nious, and there go 8 Grains of unhuſked Rice to a Niou, which makes 9 *French* Lines.

Kepath, a ſmall Weight uſed by the *Arabians*, it is ½ a Danck, or Dank, that is the Grain; 12 Kepaths make the Dirhem or Dragme of *Arabia*, and ſome have thought that the Word Karat comes from this of Kepath.

Keub, vide Ken.

Khatovat, a long Meaſure uſed in *Arabia*, and is the Geometrical Pace of the *Europeans*; it contains three Akdams or Feet, and 12000 Khatovats make the Paraſange.

Kiſte,

Kiſte, a liquid Meaſure alſo of *Arabia*, though Authors differ about its Contents, for making it equal to a Septier, others to a Pint or Bottle, and ſome only to a Poiſſon, or $\frac{1}{4}$ of a Septier of *France*.

Lack, or *Lake*, 100 of which make a Couron of Rupees, and this Roupee reckoned worth a *French* Crown of three Livres, $1\frac{1}{2}$ *Dutch* Guilders, or 2*s.* 6*d.* Sterling. *Vide* Couron.

Laen, vide Fun.

Larres, a money uſed in the *Maldives*, of which 5 make a Dollar.

Mamoudi, a ſilver Coin current in *Perſia*, and many Parts of the *Eaſt-Indies*; the *Perſian* Mamoudi is in Size and Shape like the *French* 5 Sol Piece, and is worth 2 Chayes or Schaes; 2 Mamoudis make an Abaſſi, and 100 make a Toman, which is the largeſt Account Money in *Perſia*. The *Indian* Mamoudis, called alſo Mamedis, have no certain Value. In the Province or Kingdom of *Guzaate*, the Mamoud, is worth 12 *French* Sols, ſo that 5 of them make a Crown *Tournois*, and the ſmall Mamoudis bear a proportionable Value, that is 6 Sols at *Guzurate*, and more or leſs at *Bengal* and other Places, according to their Riſe and Fall.

Man, *Maun*, *Maud*, *Mem*, *Mao*, or *Mein*, Weights uſed in the *Eaſt-Indies*, eſpecially in the Dominions of the *Grand Mogul*, and its ſeveral Names undoubtedly, proceed from the different Pronunciation of the many various Nations that Trade draws here, both *Aſiaticks* and *Europeans*: There are two Sorts of Mauns, the one called the King's Maun or Weight, and the other only a Maun. The King's Maun ſerves for weighing Neceſſaries and things for Carriage, and is compoſed of 40 Serres, and each Serre exactly a *Paris* Pound; ſo that 40 *Pariſian* Pounds are equal to one King's Maun. Though the Sieur *Tavernier*, in his Obſervations of the *Eaſt-India* Trade, ſeems to diſſent from this Calculation, and ſays that the Maun of *Suratte* comes out to only about 34 lb. of *Paris*, being compoſed of 40, and ſometimes 41 Serres, but that the Serre is near $\frac{1}{7}$ lighter than the aforeſaid Pound. He likewiſe ſpeaks of a Maun uſed at *Agra* the *Great Mogul*'s Capital, which is half as heavy again as that of *Suratte*, and which on the Footing of 60 Serres whereof it is compoſed, makes 51 to 52 *Paris* Pounds. The 2d Sort of Maun is that uſed in Trade, compoſed alſo of 40 Serres, but each of theſe Serres is reckoned only 12 Ounces or $\frac{3}{4}$ of a *Paris* Pound. In the *Eaſt-Indies* there is yet a third Diſtinction of the Maun, in common Uſe at *Goa*, conſiſting here of 24 Rotolis, each $1\frac{1}{2}$ lb. *Venetian*, or 13 Ounces 1 Gros of *Paris* (the *Venetian* Pound being only 8 Ounces 6 Gros of *Paris*) ſo that the *Goa* Maun weighs 36 lb. of *Venice*, and 19 lb. 11 Ounces of *Paris*. In fine, the Maun is a Weight that alters according to the Places or the Sorts of Goods it is uſed in. At *Suratte* (another Author ſays) it makes 42 Ceirs, or Serres, but is either greater or leſs, according to the Commodities weighed with it. It is of 34 lb. in the Sales of Cotton, Gum, Lacque, Benzoin, Vermilion, Quickſilver, Copper, Pewter, Sandal Wood, Areque, Ivory, or Elephant's Teeth, *Spaniſh* Wax, *&c.* which is alſo agreeable to what Mr. *Tavernier* ſays. It is $35\frac{5}{8}$ lb. for weighing Indigo at *Surate*, and but $34\frac{1}{2}$ lb. at *Amadabad*. It is $36\frac{1}{4}$ lb. on the Sales of Camphire, Spice, Tea, dry Pulſe, or Wheat, Siampan Wood, *&c.* but at *Amadabad* the Maun in Regard of theſe Goods, is $38\frac{1}{2}$ lb. It is 38 lb. for *Cachou*, and 40 lb. for Aſſa Fætida. At *Bengal* the Maun is 40 Ceirs, and weighs 64 lb. for Spice, and 68 lb. for Pewter, Copper, Quickſilver, Lead, and moſt Sorts of Drugs; and $64\frac{5}{9}$ lb. for Silk. On the Coaſt of *Coromandel* the Maun is 68 lb. as at *Bengal* on moſt Goods; it likewiſe weighs 40 Ceirs, and the Ceir $1\frac{7}{10}$ lb. Maun, or more commonly Batman is a *Perſian* Weight. *Vide* Batman.

Maun is yet a Weight of *Bandaar-Gameron*, in the *Perſian* Gulph, of 6 lb. the other Weights are the Maun-cha weighing 12 lb. and the Maun Surats weighing 30 lb. The Maun at *Mocha* weighs a little leſs than 3 lb. and 10 of them make 1 Traſſel, 15 Traſſels 1 Bahart, and the Bahart is 420 lb.

Mangalis, a ſmall *Eaſt-India* Weight, of near 5 Grains, only ſerving to weigh Diamonds, Emeralds and other precious Stones being weighed by Catis of three Grains each.

Mangelin, is alſo a ſmall Diamond Weight at the Mines of *Raolconda* and *Pani* otherwiſe *Coulers*. The Mangelin of theſe two Mines, weighs $1\frac{3}{4}$ Carats, that is 7 Grains; there are alſo in the Kingdoms of *Golconda* and *Viſapour*, Magelins that weigh $1\frac{1}{8}$ Carat. The Magelins of *Goa*, in uſe among the *Portugueſe*, only weigh 5 Grains; and though they are commonly called Mangalis, theſe two are different Weights, as this Account of them plainly demonſtrates.

Mangours, a ſmall Coin current in *Egypt*, whoſe true Name is *Forle*, which ſee.

Manſia, Weights uſed in ſome Places of *Perſia*, particularly in the *Schirvan* and in the Neighbourhood of *Tauris*, it weighs 12 lb. or a little leſs.

Man-Surats, this Word conſtrued is, *Suratte* Weights, of forty Ceirs. *Vide* Maun.

Marco, a Weight uſed at *Goa*, of 8 Ounces *Portugueſe*, that is a Demi Rotoli.

Mas, or *Mace*, a ſort of ſmall Weight uſed in *China*,

na, eſpecially on the Side of *Canton*, for weighing Silver, *Vide* Condorin.

Maures, a Gold Coin current at *Suratte*, and in ſome other Parts of the *Mogul*'s Dominions.

Mayon, or *Seling*. *Vide* Baat.

Memceda, a Liquid Meaſure uſed at *Mocha* in *Arabia*, it contains 3 Chopines of *France*, and 40 Memcedas make 1 Teman.

Merigal, a Specie of Gold Coin current at *Sofala*, and in the Kingdom of *Monomotapa*; it weighs a little more than a *Spaniſh* Piſtole.

Meſcal, a ſmall *Perſian* Weight, making near the hundredth Part of a *French* Pound of 16 Ounces; this is the Demi-Derhem, or Demi Draghme of *Perſia*. 300 Derhems, or 60 Meſcals make the Batman of *Tauris*, which weighs 5 lb. 14 Ounces *French*. *Vide* Batman.

Metecal, a Sort of Gold Ducat, ſtruck at *Morocco*, and in ſome other Cities of that Kingdom and *Fez*. This *Metecal* is different from the Metical of *Fez*, only worth 20 *Dutch* Stivers; the old Meticals excel the new ones both in Weight and Fineneſs; theſe are of different Goodneſs, and conſequently of various Values, which occaſions no ſmall Difficulty in Trade.

Metkal, or *Mitkal* a ſmall *Arabian* Weight, of which twelve make an Ounce.

Metricol, or *Mitricol*, a ſmall Weight $\frac{1}{8}$ Part of an Ounce, which the *Portugueſe* Apothecaries and Druggiſts uſe in the *Eaſt-Indies*, beſides which they have the Metricoli, which only weighs $\frac{1}{8}$ of an Ounce.

Minaltoun, an imaginary Specie made uſe of in ſome Parts of *Perſia*, making 10 Yonſaltoun, 2 Yonſaltouns make 1 Abaſſi, and 5 Abaſſis the Minaltoun. The Yonſaltoun is alſo called Mamoudi-Lacize.

Moncha, or *Monka*, a Sort of Boiſſeaux or Corn Meaſure uſed by the Inhabitants of *Madagaſcar*, for meaſuring huſked Rice. *Vide* Troubahouache.

Moroedje, a Silver Money current in *Perſia*, particularly at *Iſpahan*, of which 7 make a *Dutch* Crown.

Murais, or *Morais*, a Meaſure for Rice and other dry Pulſe uſed by the *Portugueſe* at *Goa*, and in their other Colonies, containing 25 Paras, and the Para weighing 22 *Spaniſh* Pounds.

Nali, an *Eaſt-Indian* Weight. *Vide* Hali and Guppas.

Nanque, is the ſmalleſt Weight of the five, uſed among the Inhabitants of *Madagaſcar*, for weighing Gold and Silver; it is equal to 6 Grains, and beſides this, here are the Sompi, Vari, Sacare, and the Nanqui. *Vide* Sompi.

Naſara, a Silver Money cut ſquare, ſtruck at *Tunis*.

Nevel, a ſmall Coin of a baſe Alloy, current on the Coaſt of *Coromandel*, 8 or 9 of which make a Fanon, and 15 Fanons a Pagode, the Nevil is worth from 3 to 6 Caſſes.

Nil, Vide *Couron*.

Oubang, is a Gold Money of the largeſt Sort at *Japan*, its Figure is oval, nearly reſembling in form and ſize the Sole of a Shoe, and its Value is 10 Coupangs, or Coupans, which are Pieces of Gold of the ſame Figure, but 10 Times leſs in their Weight, or $\frac{1}{5}$ leſs in their Surface, the Oubang is worth 100 Rixdollars in *India*, and the Coupang ten.

Padan. *Vide* Couron.

Paenſzajie, Silver Money current in *Perſia*, worth $2\frac{1}{2}$ Mamoudis, 2 Paenſzajiges, make 1 Daezajie, and 2 Daezajies the Hazaar Denarie.

Pagode, is a Gold Coin common on all the Coaſts of *Coromandel*, and almoſt the only one in Uſe in the Trade carried on there; large Payments being always made in theſe Gold ones. The *Engliſh* make of them at Fort *St. George*, of the ſame Standard and Weight with thoſe of the Country, and which paſs for the ſame Value. The *Dutch* alſo ſtamp ſome at *Paliacata* (ſays my Author, though I believe he miſtakes it for *Naga-patnam)* of the ſame Weight with the *Engliſh*, though 2 to 3 *per Cent.* better in Fineneſs, and conſequently are more ſought after.

At *Narſingua*, *Biſnagar*, and the neighbouring Parts, they make Silver Pagodes of divers Standards and conſequently of various Values; the ſmalleſt are worth 8 Tangas, reckoning the Tanga at 90, or 100 *Indian* Baſarucos. *Vide* Baſaruco.

Para, a Meaſure that the *Portugueſe* uſe in *India* for Pulſe, weighing 22 lb. *Spaniſh* and is $\frac{1}{25}$ of the Murais.

Pardao, or *Pardo Xerafin*, a Silver Money of a baſe Alloy, which the *Portugueſe* ſtamp in *India*, current at *Goa*, and on the Coaſt of *Malabar*, they are worth near 300 Reas, or 20 Fanons; there are alſo $\frac{1}{2}$ and $\frac{1}{4}$ Pardaos, and ſome ſay there are likewiſe double ones. And as no Money is more eaſily counterfeited than this, the *Indians* make many falſe Ones up in the Country, and bring them down to paſs in Trade, which they would eaſily do, were it not for ſome of the Chriſtian Natives, who are employed to examine them, and are ſo expert in their Office, that they will readily and certainly detect the Falſity only by feeling.

Pardaos de Reales, is a Name given to the *Spaniſh* Dollars, the only Specie of that Nation current in *India*, which have a certain Value fixed on them, from which they never lower, but often riſe as they are wanted.

Pardos,

Pardos, a Specie of Silver-money current at *Moſambique*, and along the Coaſt of *Africk*, worth 200 Reas.

Pau, a long Meaſure uſed at *Loango de Boarie*, and in ſome other Places on the Coaſt of *Angola* in *Africk*. There are three Sorts of *Paus* at *Loango*. That of the King and his favourite prime Miniſter; that of his Princes and Captains; and that of Particulars. The King's Pau, is 28 Inches long, that of the great Men 24 Inches, and that of Particulars only 16½.

Pocha, or as it is wrote by ſome, *Peſſa*, and by others *Peyſes*, is a ſmall copper Money current in many Places of *India*, eſpecially in the maritime Provinces of the *Great Mogul*, and more particularly in the Kingdom of *Guzarate*, whoſe principal Cities are *Surate*, *Baroche*, *Cambaya*, *Bondra*, and *Amadabad*; 26 make 1 *Mamoudi*, and 54 a Rupee; ſo that the *Pecha* is worth near 8 Deniers. In thoſe Parts of *India*, where the Cowrie Shells are current, 50 or 60 of them are given for the Pecha, and where the *Caramania* Almonds paſs for ſmall Money, 40 to 44 of them.

Pic, *Pick*, or *Picol*, the *Chineſe* Quintal of 100 lb. their Weight, or 125 lb. Marc. *Vide* Cati.

This Weight is alſo in uſe at *Siam*, *Malacca*, and in the Iſles of *Sonde*, though at the firſt of theſe it conſiſts of double the Number of *Siameſe* Catis, to what it does of the *Chineſe*, as the former Cati is only half of the latter.

Picol, is alſo another Weight uſed in *China* for Silk, containing only 66¼ Catis, ſo that 3 of theſe Picols make as much as the Bahar of *Malacca*, that is 200 Catis. It is alſo a Weight uſed in many Places of the Continent, and the *Weſt Indian* Iſles, weighing near 20 *Dutch* Pounds.

Pitis. *Vide* Cas.

Pole, a Copper Money ſtruck at *Boghar*, an ancient Province of *Perſia*, at preſent governed by its own Prince, 120 of which go to the Silver Coin of the Country, worth about 12 Sols *Tournois*, tho' this Value is not always certain, as it riſes or falls as the Prince pleaſes.

Pont, or *Punt*, a long Meaſure uſed in *China*; of which 10 go to 1 Cobre, and the Cobre, is about 13$\frac{1}{10}$ *French* Inches.

Ratel. Vide *Batman*.

Ratis, a Weight uſed for Diamonds, at the Mine of *Soumelpour* in the Kingdom of *Bengal*; and in all the Great Mogul's Empire for Diamonds and Pearls; it is $\frac{7}{8}$ of a Carat or 3½ Grains.

Reſe, a long Meaſure uſed at *Madagaſcar*, near what is called the Braſſe in *Europe*. They alſo uſe the Demy-Reſe, or Span.

Rize, the Name given to a Sack with 15000 Ducats, in the Territories of the Grand Seignior, ſo that it may paſs as a Sort of a reckoning Money, like a Ton of Gold in *Holland*, or a Million in *France*.

Roe-neug, this is the largeſt Meaſure for Lengths and Diſtances uſed in the Kingdom of *Siam*, being the *Siameſe* League, of near 2000 *French* Toiſes. There go to it 20 Jods, 4 Sens to the Jod, 20 Voua to the Sen, and 2 Ken to the Voua; the Ken is the *Siam* Aune, *&c.* Vide *Ken*.

Rotolo, or *Rotoli*, a Weight uſed in *Sicily*, ſeveral Parts of *Italy*, *Portugal*, *Cairo*, and other Places in the *Levant* and *Egypt*, *Goa*, &c. is very different in moſt of theſe Parts mentioned, as has been already ſhewn; therefore as a Weight I have nothing to add about it; and ſhall only ſay that 'tis alſo a liquid Meaſure in ſome Cities and States of the *Barbary* Coaſts, 32 of them at *Tripoli* making a Matuli, (another Weight alſo uſed in this City of 32 Rotolis and 42 of theſe Rotolis make a Mataro or Matara of *Tunis*.

Roup, beſides being a Coin of *Poland*, is alſo one made and current in ſome Provinces of the *Turkiſh* Empire, particularly at *Erzerum* in *Armenia*, being worth ¼ of a *Spaniſh* Dollar.

Rupee, a current Coin in the Empire of the *Great Mogul*, and in many other Places and Kingdoms in the *Eaſt Indies*. There are both Gold and Silver of this Denomination, though thoſe of the firſt Metal are ſcarce and in little Uſe, weighing 2¼ Drachmes and 11 Grains; there are alſo its Fractions of Halves and Quarters. The Silver Rupee is of ſo unequal a Value, as to be with Difficulty fix'd on any certain Footing, its worth varying according to its Quality and the Place of its Fabrication; there are 5 Sorts of them, *viz.* the Rupee *Siccas*, worth at *Bengal*, 39 Sols *Tournois*; thoſe of *Surate* 34, and thoſe of *Madras* 33, (all of the new ones) thoſe called Arcates, and the laſt Petch. The new ones are round, and many of the old ones ſquare, tho' they are both of the ſame Weight; and beſides theſe Diſtinctions of new and old, the *Indians* make the other five above mentioned; and it may in general be remarked, that all theſe Sorts are in higher Value at the Places of their Make than elſewhere; and that the new are always worth more than the old; the Reaſon of which Difference proceeds from the Love the Natives have of Silver, which induces them for its Preſervation to hide it carefully in the Earth, as ſoon as they get a few Rupees together. To prevent which Diſorder, that drains the Countries where 'tis practiſed of their current Species, the governing Prince and Raja's ſtamp new ones annually, with an Augmentation in Value, without any Increaſe of Weight, and theſe conſe-

conſequently grow diminiſhing in Worth as they grow old. The Silver Rupee is the moſt current Money in Trade, both at *Suratte* and *Bengal*; but on the Coaſt of *Coromandel*, the Gold Pagodes (worth 2 Rixdollars or 3 ½ Rupees) are the moſt in Uſe.

It is from the *Madras* Rupee that the Value of all others is proportioned, and that varies according as certain Circumſtances occur; and theſe different Sorts of Rupees have not an equal Currency in every Place, as may be ſeen by the above Valuation of them. The Rupee uſed in Accounts is only an imaginary Specie, as well at *Suratte* as *Bengal*, to which the Value of the old Rupee is often reduced, and is worth $\frac{2}{10}$ leſs than that of *Madras*. All Sorts of Rupees are divided into a ſmaller Money, called Ana, of which 16 go to the Rupee; but it muſt be obſerved, that the Ana, is worth more or leſs in Proportion to the Value of that kind of Rupee, of which it is a Part. Some Anas are made at *Madras*, but ſo few that they are rarely ſeen to paſs, ſo that this Specie is rather a reckoning Money than a current one. The ſmalleſt Coin, and that in greateſt Uſe, among the common People, and in the Markets, are the Cowries, 80 of which are counted a Pouni, according to the Cuſtom of *Bengal*; ſo that a Rupee is divided into Anas, Pounis, and Couries, according to which the following is the Value of all Rupees as they paſſed at *Bengal* in 1726.

The Rupee of *Madras* was worth	38 Pounis, or	3040 Couries.
The Rupee, Sike, or Sicca	39½	3160
The Rupee, Arcate	37	2960
The Rupee Petch	36½	2920
The Current, or Old Rupee	34	2720

Beſides which there are yet two other Species of Money in Accounts, called the Peys and Gandan, the firſt worth 95 Couries, and the other 4. The current Rupee is that uſed in the Revenues of the Great Mogul, and was in 1726 and 1727, worth 1½ *Dutch* Guilders, or which was the ſame Thing, a *French* Crown in 1741.

Rubie, a gold Coin, current in all the Kingdom of *Algiers*, and in thoſe of *Congo* and *Labez*, worth 35 Aſpers; it is eſpecially ſtruck at *Tremecen*, which has the Privilege of making theſe, as well as the Medians and Zians.

Sacare, a ſmall Weight uſed in *Madagaſcar*, for Gold and Silver, being equal to an *European* Scruple. *Vide* Sompi.

Sat, a Meaſure uſed at *Siam* for Corn, Seeds, Pulſe, and ſome dry Fruits; it is a Sort of a Buſhel made of Bambou, and 40 of them make a Seſte, and 40 Seſtes the Cohi; it is difficult to reduce with any Certainty theſe Meaſures to thoſe of *Europe*, as ſome reckon the Seſte, 100 Catis, and the Cati (as has been already obſerved) not being of the ſame Weight in all Parts of *India*, the Seſte or Sat cannot be aſcertained; but if 100 Catis be eſteemed 125 lb. Marc, the Sat will be near 3 lb. and the Cohi 5000 lb.

Schan, or *Schang* (in *Chineſe* Cati) is a Weight uſed in the Kingdom of *Siam*; the *Chineſe* Cati is worth 2 *Siameſe* Schans; ſo that the *Chineſe* being 16 Taels, the *Siameſe* muſt be only 8, though ſome reckon that of *China* at 20 Taels, and the other half. The Tael weighs 4 Baats or Ticals, each of near half an Ounce; the Baat 4 Selings, or Mayons; the Mayon 2 Fouangs; the Fouang 4 Payes, the Paye 2 Clams, the Clam weighs 12 Grains of Rice, ſo that the Tical or Baat weighs 768 of thoſe Grains. *Vide* Baat.

It is to be obſerved, that the greateſt Part of theſe Weights paſs alſo for Money, either real or in reckoning, as Silver is a Merchandize, and ſold by Weight.

Scharafi, a golden Coin, that was formerly made in *Egypt*, worth the ſame as a Sultanin, that is, near a golden Crown of *France*; the *Arabians* call it Dinar, or Methcal-aldhegel, the Scharafi at preſent ſcarce, and ſome believe them to be the ſame Specie, as what the *Greeks* name Golden Bezans.

Schereſi, a gold Coin current in *Perſia*, worth 8 Larins, at the Rate of 2 *Spaniſh* Dollars *per* Larin; the *Europeans* call them Golden Seraphins.

Scherif, otherwiſe called Sultanin, and very commonly Sequin; it is a Gold Coin current in all the Grand Seignior's Dominions, though is hardly ever made at any Place of them but *Cairo*, and is the only Gold Specie ſtruck in *Turkey*.

Schuite d'Argent, a ſort of Account Money of *Japan*, on which Payments in Trade are eſtimated, being worth 12½ *Dutch* Guilders, that is 5 Rixdollars, or Crowns of the United Provinces; and otherwiſe it is reckoned equal to 4 Taels, 6 Mace, and 5 Condorins; the Value of them varying a little according to the Year.

Ser, *Serre*, or *Ceer*. *Vide* Man.

Seſte, a Meaſure for Corn, &c. *Vide* Sat.

Sok, or *Soc.* *Vide* Ken.

Sompaye, is the ſmalleſt Silver Coin current at *Siam*, it was worth 2 Sols and Demi-pite *French* Money, when the Ounce of Silver was only valued in 3½ Livres. It is the half of a Fouang, and 12 to 13 Siamefe Caches are given for 1 Sompaye, or 400 Cowries. The Sompaye is divided into 2 Payes, the Paye into 2 Clams; but theſe two Sorts of Money are only imaginary, and not current Species; the Sompaye and its Diminutions, ſerve alſo for Weights; the Clam weighing 12 Grains of Rice, and the others riſing in Proportion.

Sompi, a ſmall Weight, which the Inhabitants of *Madagaſcar* uſe for Gold and Silver; it weighs but 1 *Paris* Dragme, and yet it is the heavieſt Weight theſe Iſlanders have; they not knowing what the Ounce or Pound is, nor have any thing anſwering to them; the Diminution of the Sompi, are the Vari, or Demi-gros, the Sacare or Scruple, the Nanqui or Demi-ſcruple, and the Nanque, equal to 6 Grains.

Sordis, a ſmall Money current at *Ormus* in the *Perſian* Gulph, being worth 4 Payes, and the Paye 10 Beforchs. *Vide* Beforch.

Tael, called by the *Chineſe*, Leam, is a ſmall Weight of *China*, equal to 1 Ounce and 2 Dragmes. *Vide* Cati, Mace, and Condorin.

Tamling, a *Siameſe* Name to this Specie of Money and Weight, which the *Chineſe* call Tael; the Tael of *Siam* is more than half lighter than that of *China*. *Vide* Cati, Baat, *&c.*

Tanga, an Account Money uſed in ſome Parts of the *Eaſt-Indies*, particularly at *Goa*, and on the Coaſt of *Malabar*; there are two Sorts of this Coin, the one called the good, and the other the bad Alloy; it being very common in *India* to reckon by Money of good and bad Alloy on Account of the vaſt Quantity of different Species current there that are either falſe or altered. The Tanga of good Alloy is ¼ heavier than that of a bad Alloy, ſo that if 4 of the former Tangas are given for 1 Pardao Xerafin, there muſt be 5 of the others. Four Vintins of a good Alloy, make 1 Tanga of the ſame Standard; and 15 good Barucos go to the Vintin; the good Baruco on the Footing of the *Portugueſe* Reas; but when the Barucos are of a baſe Alloy, three of them only make 2 Reas.

Tare, or *Tarre*, Money of the *Malabar* Coaſt, is a Silver Coin worth 6 Deniers *Tournois*; 16 of them make 1 Fanan, which is a ſmall Piece of Gold worth 8 *French* Sols.

Taſot. *Vide* Cobde.

Teccalis. *Vide* Abucco.

Tela, a ſort of Money, or rather a Gold Medal ſtruck by every King of *Perſia* at his coming to the Crown, which are diſtributed among the People; they are in Weight like the *German* Gold Ducat, but have no Currency in Trade, nor among the Merchants; they are alſo called Cheraſis, *which ſee.*

Teman, a liquid Meaſure uſed at *Mocha* in *Arabia Felix*, containing 10 Memcedas.

Tiboſe, an *Eaſt Indian* Coin, being one of the Rupees current in the States of the Grand Mogul, and worth double the Gaſana Rupee.

Tical. *Vide* Baat.

Tol, this is the ſmalleſt Weight and Meaſure uſed on the Coaſt of *Coromandel*, of which 24 make a Ceer; 5 Ceers the Büs; 8 Büs the Maun; and 2 Mauns the Candi, which is the heavieſt Weight in this Part of *India*.

Toman, by ſome called Tumein; is an Account Money uſed by the *Perſians* in keeping their Books, and to facilitate the Reduction of large Sums in Payments. It is compoſed of 50 Abaſſis, or 100 Mamoudis, or 200 Chayes, or 10000 Dinars, being near 43, or 46 *French* Livres, valuing the Abaſſi in 18 Sols and 6 Deniers; the Mamoudi for 9 Sols, 3 Deniers; the Chaye 4 Sols, 7 Deniers, and 1 Maille, and the Dinar for the Denier *Tournois*. The Toman is alſo a Weight uſed in *Perſia* for weighing Money, which in large Payments is always received in this manner, and never counted; the Toman weighs 50 Abaſſis.

Toque, a ſort of reckoning Money uſed at *Juda*, and ſome other Parts of the *African* Coaſt, where the Bouges or Cowries, are current; one Toque of Bouges is compoſed of 40 of thoſe Shells; and 5 Bouges make 1 Galline.

Traſſell. *Vide* Bahar.

Troubabouache, called alſo Moncha, or Monka, a Meaſure uſed by the Inhabitants of *Madagaſcar*, for their huſked Rice, containing near 6 lb. of that Grain; but for their unhuſked Rice they have another Meaſure named Zatou.

Tuckea. *Vide* Bahar.

Vakie. *Vide* Batman.

Val, a ſmall Weight uſed in *India* for Dollars or Pieces of Eight, each of which ought to weigh 73 Vals. It alſo ſerves for weighing Gold Ducats, which muſt weigh 9 Vals and $\frac{5}{7}$ of an *Indian* Carat, and whatever is wanting of theſe Weights in either, the Vender is obliged to make good.

Vari, a ſmall Weight in uſe among the ancient Inhabitants of *Madagaſcar*, weighing near half a Dragme Marc; here is likewiſe the Sompi, Saccare, Nanqui,

Nanqui, and Nanque; none of which are uſed only fr weighing Gold and Silver.

Voua. *Vide* Ken.

Voule, a ſmall Meaſure uſed by the Natives of *Madagaſcar,* in retailing their huſked Rice; it contains near half a Pound of Rice, and 12 of them make the Troubahouache or Monka, and 100 the Zatou.

Uſalton. *Vide* Abagi.

Yonaltoun. *Vide* Menaltoun.

Zacües, a ſmall Silver Money current in *Perſia,* being a Mamoudi. *Vide* Mamoudi.

Zatou. *Vide* Voule.

Ziangi, a Silver Money of *Amadabath,* that is likewiſe current in other Places of the Mogul's Territories; it is among the Number of the Rupees, and worth 20 *per Cent.* more than thoſe called Gaſana, and is about 36 *French* Sols, the Value of which laſt Coin is to be underſtood through this whole Calculation (except where it is expreſt otherwiſe) to be as it was current at the Time of making it, *viz.* 13 Livres, 6 Sols, and 8 Deniers for a Pound Sterling.

F I N I S.

INDEX.

A.

ABaſſon, its Trade Page 616
Aberdeenſhire, its Products, *&c.* 489 &c
Abyſſinia's Trade and Products 623
Abuſe, done the *Venetian* Ambaſſador at *Ancona* 222
Acapulco, its Trade 617
Acceptance of a new Bond does not diſcharge an Old one 239
Acceptance of Inland Bills, how made 343
 of Foreign, ditto 377
 can't be inſiſted on, if the Drawers Failure be known, tho' Honour was promiſed to his Draught 348, &c.
 under Proteſt, its Obligation 350
 How muſt be made ditto.
 Of a third Perſon, frees the Drawer ditto.
 After the Bill is due, is binding 370
Acceptants, of an endorſed and proteſted Bill, can't be arreſted though any Endorſer refuſes Satisfaction 354
 with the Drawer's Obligation, how muſt Act at the Day of Payment 358, &c.
 Of a Bill, on Commiſſion, drawn at Time, and afterwards called in, muſt demand it of the Drawer ibid.
 Of a Bill, drawn for Account of a third Perſon, has no Redreſs on the Drawer 359
 when may pay the Bill to the Poſſeſſor, after his Failing 360, &c.
 what Declaration muſt make, on the Poſſeſſor of a Bill becoming Bankrupt 361
 How may compel the Poſſeſſor of a Conditional Bill to fulfil the Agreement 364
Accepter of a Bill, to whom bound 346
 not freed by a Proteſt 347
 Obliged, tho' Acceptance was procured after the Drawer's Inſolvency 348
 Denying Payment, on the Drawer's Failing, what muſt be done 348, &c.
 Of a Bill made payable to himſelf where the Loſs falls in caſe of his Failure 349, &c.
 For a third Perſon, who fails, not recoverable of the Drawer 350
Supra Proteſt has Redreſs againſt the Drawer, tho' made without his knowledge Page 351
 For the Drawer, has no Redreſs againſt an Indorſer ibid.
Acceſſaries to Piracy, who they are 200, &c.
 made Principals 201
Accidents on board Ships to be accounted for by the Maſter 74
Account of the famous Silk Engine at *Derby* 483
Accounts in the Bank of *Rotterdam*, how kept 278
Achem, its Trade 668
Ackram, or *Acron*, its Trade 617
Act of Trade and Navigation 40, &c.
Action may be brought againſt the Acceptor of a Bill in *England*, without Proteſt 369, &c.
Actions for Uſury, how muſt be pleaded 311
 of Debt, may be brought for Money awarded 261
Aden, its Trade 629
Adjuſtment of a Loſs, made and promiſed, on a Policy by an Inſurer, obliges him 239, &c.
Admirals may arreſt Ships for the King's Service 212
Admiralty not to determine Things done in Havens 124 & 212
 Its Juriſdiction over Ships taken by Privateers 182, &c.
Admiralty, may be appealed to from a Sentence abroad 183
 Its firſt Eſtabliſhment, and by whom 212
 muſt try Death, *&c.* done on board Ships and in Rivers, but not in Arms of the Sea ibid.
 no Court of Record ibid.
 May determine, when the Common Law can't ibid.
 May try, in Matters of Freight, Seamen's Wages, *&c.* ibid.
 May try Caſes of Contracts, *&c.* for making Ships, and Sea Damages ibid.
 What other Contracts it may decide ibid, *&c.*
 May judge of Goods ſpoiled on Shipboard ibid.
 May cauſe a Bond to be made ibid.
 When to award Execution 213
Adriatick Sea, the firſt Settlement of the *Venetians* there 7

Advancements of Money, on what Things the Bank will make them Page 307
Advices, how to be given the Bank for Payment of Bills ibid.
thoſe drawn on by Commiſſion muſt give 357
Africa's Trade with *Great-Britain* 522 & ſeq.
with *Egypt* 610
Its General Trade 611 & ſeq.
African Iſles, their Trade 623
Company, its Original, Progreſs and Decreaſe 522 to 531
New Company ibid.
Settlement of Account, between New and Old 527, &c.
Agde, its Antient Trade 6
Agents, their Employ 36
Agents for Proprietors of Money in the Bank of *Amſterdam*, how muſt be appointed 277, &c.
Agio, in the Bank of *Amſterdam*, how varies 275, &c.
How is occaſioned ibid.
In the Bank of *Rotterdam*, how regulated 278
Agios, at *Venice*, how calculated 593
Agra, its Products and Traffick 642
Aguvanna, its Commerce 617
Ahrendahl, its Trade 700
Aiding, the Eſcape of a confined Pirate, how puniſhed 203
Aigue-Morte, its antient Trade 6
Aireſhire, its Products 490
Aleppo, and *Alexandretta*, their Trade 603
Alexander the Great deſtroys *Tyre* 4
Alexandria, of *Egypt*, a Place of great Trade 5
Inferior only to *Rome* in Grandeur and Number of Inhabitants ibid.
Its great Revenue to *Rome* ibid.
Its Decay, after being conquered by the *Saracens* ibid.
Its preſent Trade 608, &c.
Algiers, *Tripoli* and *Tunis* eſtabliſhed by Pirates 195
Its Trade and Products 612
Alien, its Definition 267
How deprived of having Lands here ibid.
What Purchaſes may make ibid.
Can't bring Actions for Lands, Tenements, *&c.* ibid.
What may obtain by Trade ibid.
What Actions he may bring ibid.
May not be on a Jury, *&c.* 268
May not be a Member of Parliament, nor vote for one ibid.
How to be deprived of unlawful Purchaſes ibid.
At what Age may trade here ibid.
Enemy, when may maintain Debt here ibid.
Infants cannot be Merchants, or Factors here ibid.
Alien, Deſcent, when may, and may not, inherit 268
Alliances, ſome called Leagues, &c. 210
Allowances to Bankrupts out of their Eſtates 421
For diſcovering Bankrupts Effects 462
For Draft of Goods, paying Cuſtoms 315
Of Duty for Salt loſt Page 54, &c.
Almonds, imported in the Shells, two Thirds are allowed in the Cuſtoms 320
Alphabetical Account of Tares allowed at the *Cuſtom-Houſe* 318 & ſeq.
Alſace, its Trade and Products 581
Alterations, when may be made in the Tare of Goods aſcertain'd 316
Amadabat, its Trade and Products 639
Amboina, its Trade and Products 672
America, by whom, and when diſcovered 478
Its Trade and Products 676
Its Trade with *Great-Britain* 540 & ſeq.
Moſt infeſted with Pirates 195
American Governors to aſſiſt againſt Pirates 201
Amſterdam, ſuppoſed to make more Inſurances than any other Place 246
Its Ordinances about Inſurances, *&c.* 241, &c.
Anderab, its Trade 636
Angola, its Commerce 619
Angora, its Trade 603
Angus, or *Forfar*, its Products 491
Anjou, its Commerce and Products 573
Antibes, its ancient Trade 6
Anticoſtie, its Trade 685
Antrim, its Trade 495
Apenzel, its Products 718
Appeals about Prizes, to whom muſt be made 206
To whom, from a Sentence of the *Admiralty* 213
Arabia, its Trade and Products 628
Its ancient Commerce 18
Its Natives ſuppoſed to have been the firſt Navigators ibid.
Situation of the Country ibid.
Application to Maritime Affairs ibid.
great Trade and Riches ibid.
Some Products imputed to it, not of its Growth 19
Robbed of their Trade by the *Portugueſe* Diſcovery of the Route to *India*, by the *Cape of Good-Hope.* ibid.
The Eaſineſs of their Voyage to *India* accounted for 20
Their Commerce enriched the Neighbouring Nations, and above all *Judea* 21
Aracan, its Trade 651
Araci, its Products 715
Arbitrament, its Derivation and Definition 262
Its Incidents ibid.
Not to be Referred ibid.
Arbitrations, an Act for eſtabliſhing them ibid.
Arbitration Bond, its Form ibid.
In Exchanges, its Definition 387
Simple, how wrought ibid.
Compound, ditto, with Tables 391 to 408
Arbitrators, their Definition, and Derivation 260
Their Award deciſive 261
What Reciprocalities they may appoint 262
Not to award againſt a Chancery Decree ibid.

May not take an Oath of Witneſſes Page 264
and Arbiters, their Difference 688, &c.
Archangel, its Trade 707
Archipelago, its Commerce 611
Ardres, its Trade 613
Argyleſhire, its Products, &c. 490
Arica, its Trade and Products 681
Arles, celebrated in Antiquity for its Experience in Navigation, &c. 5
Armenia, its Trade 633, &c.
Arrival at a Port does not free the Inſurers on a Ship 227
Articles between a Captain of a Privateer and his Crew 192
Before Marriage, their Validity in Caſe of Bankruptcy 427
of Commerce between *Great-Britain* and *Portugal* 518, &c.
of the *Inſurance* Company at *Genoa* 594 & ſeq.
Arundel Harbour, an Act for it 137
Aſem, or *Arem*, its Trade 651
Aſia, its Trade 627
Aſiatick Iſles, their Trade and Products 662 & ſeq.
Aſſignees of Bankrupts, how choſe 458
Aſſignees, their Power 458 to 461
What Notice muſt give before make a Dividend 549
Their Duty 460
Dying in Debt by Bond, what Recoveries are had 461
Removing them ibid.
In *France*, what Power they have from the Creditors 470
Their Duty in that Country ibid. &c.
Aſtrabath, its Trade 637
Aſtracan, its Trade 707
Avenches, its Products 716
Average, in Marine Caſes, its Meaning 120
What it Excludes and Includes 120, &c.
Averages, in *France*, which Inſurers pay 260
Aunis, its Trade and Products 573
Avogaſia, its Products and Trade 633
Auſtrian Netherlands, their Trade with *Great-Britain* 556
Auvergne's, Trade and Products 574
Award, what it is 263
When are avoided 263, &c.
May be made in Writing ibid.
When to be made by Arbitrators 261
When may be made for Money, to be paid a Stranger ibid.
Muſt not make a Party a Judge in his own Cauſe ibid.
Of Recompenſe, decides an Injury 264
Of a perſonal Chattel, how alters its Property ibid.
What it muſt include ibid.
On what Submiſſions may be made ibid.
Not to be invalidated after Submiſſion ibid. &c.
Not to be performed without a perſonal Demand 265
Its Form Page 265

B.

Bachian, its Products 671
Badagſchan, its Trade 636
Bahama Iſlands, their Trade 552
Baharem's Pearl Fiſhery, and Products 631
Bail to be given for Privateers 191
Balagate, its Trade 643
Balamboang, its Trade 667
Balck, its Trade 636
Baldivia, its Trade 680
Ballaſt, not accounted Ship's Furniture 44
Not to be thrown into any Haven 54, 109
Its Coſt on the River *Thames* 108
To be deliver'd agreeable to its Ticket ibid.
Gauge-Marks to be ſet on its Lighters ibid.
which may be examined by the Maſter of the Ship, &c. 109
Ballaſtmen, their Duty ibid.
Ballaſting Ships in *Catwater* Harbour, to whom belongs 128
Baltick Sea, its Trade 690
Bamffſhire, its Product 490
Banda Iſles, their Trade 672
Bank, its Derivation 273
the firſt inſtituted at *Genoa* ibid.
of *Venice*, its Funds ibid.
Its Bank Money better than Current 273
How often is ſhut up 274
of *Amſterdam*, when and by whom eſtabliſhed ibid.
Its Riches ibid.
Its Money better than Current ibid.
What Species is received, &c. 274
In what Specie its Books are kept 275
How often, and long, 'tis ſhut up ibid.
It gives no negociable Bills 276
Its Hours for writing in 277
of *Rotterdam*, when eſtabliſhed 278
It daily regulates the Agio on its Caſh ibid.
Its other Regulations like that of *Amſterdam* ibid.
of *Hamburgh*, its Sureties ibid.
Only Citizens to have an Account in it ibid.
Stated Hours for writing in 279
The Times of its ſhutting up ibid.
What Species the Books are kept in, &c. 279
of *Paris*, when eſtabliſhed ibid.
Its various Alterations, prodigious imaginary Funds, Government, and Suppreſſion 279, &c.
Bank of *England*, its Inſtitution 293
Its Bills aſſignable 294
It may not deal in Goods, but may in Bills of Exchange ibid.
It may make Purchaſes of Lands, &c. ibid.
Its Members not diſqualified to ſit in Parliament 295
Its excluſive Charter ibid.

Its Stock exempt from Taxes Page ibid.
Ditto a perſonal, not a real Eſtate ibid.
Ditto when bought or ſold, how to be regiſtered ibid.
The Forging or Eraſing its Common Seal, Bills, Notes, *&c.* made Felony ibid.
Its Members not to be adjudged Bankrupts by reaſon of their Stocks, nor ſhall they be ſubject to any foreign Attachment 296
Its Debts never to exceed its capital Stock ibid.
Its Servants embezzling any Note, *&c.* ſhall ſuffer Death 303
The Method of opening an account with it 306
Of paying in, or drawing Money on it, with Form of a Draught ibid.
The Form of a Write-Off ibid.
It recovers Bills for thoſe who keep Caſh with it ibid.
Alſo pays Bills for them ibid.
It diſcounts Bills ibid. &c.
It will admit of any Depoſit from its Cuſtomers 307
No perſonal Attendance required for any Tranſaction with it ibid.
will advance Money on Government Securities, *&c.* ibid.
Its Management, and the Salaries of the Governor, *&c.* with their Qualifications ibid.
Compared with the Foreign Ones, *&c.* ibid. &c.
Bank, at *Amſterdam*, for Loans on Goods, its Inſtitution 311
Its Regulations, and what Sums it will advance ibid.
In what other Parts, ſuch Banks are eſtabliſhed 312
Bankers, the Nature of their Calling among the *Romans* 308
Ditto in *Holland*, *France*, &c. ibid.
The Deſcription of one in *England* ibid.
when firſt called ſo in *England* ibid.
Their Notes not to be accounted Caſh till received 371
Bankrupts, Advice to guard againſt becoming one 408
What Perſons may, or may not be Bankrupts 409, &c.
What makes a Man ſo ibid.
Of the Commiſſion and Commiſſioners, *&c.* 412, &c.
The Oath the Commiſſioners take 414
His Surrender, Examination, Diſcovery, Allowance, and Certificate; and of entering the Proceedings, *&c.* of Record 415
Of the Aſſignment and Bargain and Sale of his Eſtate. Of the Inrollment, and what ſhall paſs thereby, or be ſuch an Intereſt as the Commiſſioners may aſſign 423
Becoming *Felo de ſe*, or outlaw'd, how his Goods are diſpoſed of 428, &c.
Of uncertain and contingent Eſtates, and which do, or do not, center in the Bankrupt 429
His Wife's Title to her free Bench Page 431
Separate Settlements 432
Wills in Favour of his Wife, *&c.* 433
Of Marriage Bonds, and Articles before Marriage 435
Debts due to, and from, the Wife when ſingle 438
Of the Rights which are inveſted in his Children, by Virtue of Marriage Settlements, and Truſtees for ſupporting contingent Remainders 442
Of Poſſibilities 444
Of Intereſts which have been determined not to center in him ibid,
Of the Creditors who are ſuch, and therein of proving their Debts, and how Notice of their Meeting is to be given 445
Bankrupts, an Oath of a Creditor for proving his Debts, *&c.* 449
Where Copartners are Bankrupts, having joint and ſeparate Eſtates and Creditors ibid.
How far the Commiſſioners ſhall over-reach the Acts of a Bankrupt, from the Time of the Act of Bankruptcy committed 454
A remarkable Caſe tried under a ſecond Commiſſion of Bankruptcy 455
Of Factors and Executors becoming Bankrupts, having Effects of other Perſons in their Hands 456
Bantam, its Trade 665
Barbadoes, its Trade 550
Barbary's Trade with *Great-Britain* 519
Bar Iron, not to be exported from *London* 72
Barr, its Trade and Products 580
Barretry of Mariners, to be anſwered for by the Maſter 97
Baſil, its Trade 717
Baſſora, or *Balſora*, its Trade 631
Baſtion of *France* in *Barbary*, its Trade 613
Batavia, its Trade 665
Baticalo, its Trade 644
Bay of *Campechy*, its Trade 680
Bay of *Venezuela*, its Trade ibid.
Beacons and Lighthouſes, not to be built without Warrant 172, &c.
Bearn, its Commerce, *&c.* 580
Beaujulois, its Trade and Products 571, &c.
Bedfordſhire, its Products 481
Beibazar, its Trade 603
Bell Metal, *&c.* not to be exported 45
Benares, or *Banarous*, its Trade 651
Benefit of Clergy, not to be allowed to Actors of Treaſon, Robbery, *&c.* on the Sea 201
Bengal, its Trade 649 & ſeq.
Benin's Coaſt, its Trade 618
Berkſhire, its Products 482
Bern, its Products and Trade 715
Berry, its Trade and Products 574

Berwickſhire, its Products Page 490
Beverly, *Beck*, and *Hull* River, the Act about them 159
Bienne, its Trade 718
Bilapatam, its Trade 645
Bills of Bottomry, their Form 107
Bills of Entry, inwards, their Form, how procured at the Cuſtomhouſe 313, &c.
Outwards, their Form 325
Bills of Exchange, on *Venice*, when muſt be paid or proteſted 274
Ditto at *Amſterdam* 276
Inland, when muſt be proteſted 343
Their Nature and Diſtinctions 343, 344
The Number of Perſons, making an Exchange, and how diſtinguiſhed 345
The Difference between the real and imaginary Species of any Country ibid, &c.
The different Obligations of Drawers, Endorſers, Acceptors, or Holders of them, under all Circumſtances, and whether by Commiſſion, or for their own Accounts 346, & ſeq.
Of Conditional Ones 362, &c.
Pro forma Ones 364, &c.
When loſt, or miſlaid, what muſt be done 366
When without Date, or in ſome Parts not legible ibid.
When the Words and Figures differ 367
When the Name of the Perſon to whom payable is altered, *&c.* ibid.
When the Direction is forgot ibid.
Their Nature payable at Fairs ibid.
Some Caſes tried on Inland Ones 369
Forgery of one made Felony 372
Of the different Dates and Times for which they are drawn, and when Payments are due 373
Their different Uſances 374
Days of Grace at ſeveral Places ibid.
At *Venice*, not payable by Endorſement ibid. &c.
Not diſcharged, if the Drawer failed before due, in *Italy*, and formerly in *Portugal* 375
Some Trials which decided this Particular in *Portugal* 375
Bills, their Payment diſputed at *Leghorn* in Silver ibid.
Their various Forms in different Languages, ibid. & ſeq.
When made payable to two, how muſt be accepted 377
In *France*, their different Sorts ibid.
Uſance made 30 Days 378
Regulation about Acceptance at *Lyons* ibid.
Bills of Fees to a Solicitor in Bankruptcy by whom ſettled 464
Bills of Health, their Nature and Form 207 &c.
Bill of Lading, its Form 105
Bills, Penal and Single, for Payment of Money 341, &c.
Biſantagar, its Trade Page 640
Black Sea, its Trade 606
Blanks muſt not be in Policies of Inſurance 226
Body and Tackle of Ships may be ſeven-eights inſured at *Amſterdam* 258
Bonds, their Definition 238
How are to be made ibid.
Their Condition muſt be to do a Thing lawful, ibid.
Made by Infants, how voidable ibid.
By a *Feme Covert*, may plead her Coverture, ibid.
Dependent on ſome other Deed, is void, if the Deed becomes ſo ibid.
To indemnify any one from a legal Proſecution is void ibid.
Given to a Sheriff, as a Reward, void ibid.
Their Conditions muſt be poſſible ibid.
Not limiting Time of Payment, the Money becomes due preſently 239
Not mentioning a Place for Performance of Condition, obliges the Obligor to ſeek the Obligee, if in *England*, to tender the Money ibid.
For Payment of Money, may be performed by giving any other thing in Satisfaction ibid.
The Acceptance of a New, will not diſcharge the old One, as one Bond cannot be given in Satisfaction for another, *&c.* ibid.
Of 20 Years ſtanding, *&c.* ſhall be deemed paid ibid.
Made payable at ſeveral Days, cannot be ſued, till all the Days are paſt ibid.
Where ſeveral are bound, they may be ſued ſeparately or together, *&c* ibid.
Given by a drunken Man is binding 240
Do not bind an Heir, except expreſsly named, *&c.* ibid.
To ſave harmleſs, how the Defendant muſt plead ibid.
Without Date, or with a Falſe One, are good, if ſealed and delivered, tho' it is not delivered, 'tis not good, tho' ſigned and ſealed ibid.
Tho' it contain falſe *Latin*, or falſe *Engliſh*, may be good, *&c.* ibid.
Their Form 241
When are not avoided by uſurious Arguments 309
To an Alien Enemy become the King's 268
Boot, its Products 490
Borneo, its Trade and Products 668
Borrowers, may be Witneſſes againſt Uſurers 311
Bottomry, its Definition, or what it is 106
Is ſometimes on the Ship, and ſometimes on the Borrower ibid.
May not be engaged in, by a Maſter of a Ship, at the Place of his Owner's Reſidence ibid.
Made on Ships by their Maſters, and afterwards deſtroyed, is Felony ibid.

To the *Eaſt-Indies*, to be on the Ship, or Goods only, &c. Page ibid.
On a fictitious Suppoſition 107
The Form of a Bill ibid.
Bouchara, or *Buchara*, its Trade 636
Bounty to be paid to Privateers 184, 185
Bounty on Exports, how to be applied for 326
Bourdeaux, its ancient Trade 6
Bourgdoff, its Trade 715
Boutan, its Trade 642
Bouton, its Products 671
Bratoffiena, its Cuſtomhouſe 707
Bremen, its Trade 690
Bretagne, its Trade and Products 575
Bridport Harbour, the Act about it 129
Britiſh Governors, Conſuls and Merchants abroad to provide for Sailors in Diſtreſs 85
The Acts for their Relief in *Portugal*, at *Cadiz*, *Port St. Mary*'s, and *Leghorn* 96
Britiſh Subjects not to be concerned in any foreign *Eaſt-India* Company 536
Brochia, it's Trade 640
Brokerage paid at *Amſterdam* on Inſurance 255
Brokers, what they are 379
Their Duty and Appellation ibid.
The Number at *Amſterdam* ibid.
Their Function ibid.
Their Dues in *London*, *Amſterdam*, and ſeveral other Places 380 &c
Bruck, its Trade 716
Buckinghamſhire, its Products 482
Buenos Ayres, its Trade 680
Burates, its Trade 707
Burgundy, its Trade and Products 576
Burlington, its Port, the Acts about it 125
Burrowſtounneſs Harbour, the Acts about it 150
Burſa, its Trade and Products 628

C.

Cabindo, its Trade 619
Cabul, or *Caboul*, its Trade 636
Cachemire, its Trade and Products ibid.
Cafraria, its Commerce 614
Cairo, its Trade 608
Caithneſs, its Products 490
Calabria, its Trade 615
Calao, its Trade 682
Calculation for Bills, when the Stile differs 573
A curious one about Wools 386
Of the *Agios* at *Venice* 593
Calendar, Difference between the *Julian* and *Gregorian* 374
Calicut, its Trade 646
Calmoucks, their Trade 639
Cambaye, its Trade and Products 640
Camboya, its Trade and Products 653
Cambridgeſhire, its Products, 482
Canada, its Trade 685
Cananor, its Trade Page 645
Canary Iſlands, their Commerce, &c. 626
Candia, its Trade 611
Candles or Fire, not permitted in the *Yarmouth* Harbour 130
Canton, the Foreign Trade carried on from thence by the *Chineſe* 656 & ſeq.
Cantory, its Commerce 615
Caola, its Trade 645
Cape-Breton, its Trade 686
Cape de Tois Pointes, its Trade 616
Cape des Verd Iſles, their Trade and Products 624
Capers and Privateers, their Definition 179
Capha, or *Caffa*, its Trade 606
Captives, in Prize-ſhips, not to be abuſed 214
Caracca Coaſt, its Trade 680
Cargo, to be made Good by the Maſter of a Ship 75
Not to be deemed a Wreck, if a Man, Cat, or Dog eſcape alive out of the Ship 118
Caribbee Iſlands their Trade 550
Carmen, when they may uſe two Horſes 333
Muſt not ride, nor drive a Trot ibid.
Muſt not refuſe to Load 334 &c
What Time they come to Wharf, &c 335
What Weight are to carry ibid.
Their Rates ibid.
Carolina, to whom was firſt granted 540, &c.
Its Trade with *Great-Britain*, &c. ibid.
Carſchi, its Trade 636
Carts in *London* muſt be numbered 333
Their Size ibid.
Loaden, and Empty, which Way ſhall paſs into, and out of, *Thames-ſtreet* 334
When Empty, their Stands and Number ibid.
Not to wait with their Loading above half an Hour 335
Carthage, a Colony from *Tyre* 3
Carthaginians, their great Trade and Improvement of Navigation ibid
The Populouſneſs of their City .
Their high Feats in Arms and Deſtruction by the *Romans* ibid.
Carthagena, its Trade and Products 679
Caſchgar, or *Little Boucharie*, its Products and Trade 635
Caſpian Sea, its Products 638
Caſſen, its Trade 629
Caſtamboli, its Trade 607
Caſualties, that excuſe illegal Intereſt 310
Cattle, Sheep, Swine, &c. prohibited Importation to *England* 45
Cauſes which Arbitrators muſt not determine 261
Cayenne, its Trade 687
Cazembazar, its Produce and Trade 650
Celebes, its Trade and Products 609
Ceram, its Trade and Products 670
Ceratique, the Cuſtoms paid there 615

Certificates,

Certificates for *Iriſh* Wool, how made Page 59
For Foreign Goods exported 325
For the Price of Corn exported 328
Granted to Bankrupts, from what Debts free them 418 & ſeq.
Of Surpluſage of Cuſtoms, by whom made, and its Form 314
Ceylan, its Trade and Products 663
Chambli, its Trade 686
Champagne, its Products 570
Chancery, when relieves againſt the Award of Arbitrators 261
Chaoul, or *Chaul*, its Products and Trade 642
Characters uſed in working Arbitrations 387
Charaſſin, its Products 636
Charges for unlading a Ship to prevent its Loſs, muſt come into a general Average 121, &c.
Charity for Seamen (and their Widows) diſabled *&c.* in the Merchant's Service, the Act 90, & ſeq.
Committtes thereof when to meet 91
Contributors of 50 *l.* thereunto, may be Governors 92
Charterparty, its Derivation and Nature 98
Different Caſes about them, 99, & ſeq.
Its uſual Form 103
Ditto, whereby Part of the Ship's Owners freight the others Shares 104
Cherbon, its Products 666
Cheſhire, its Products 482
Chichiri, or *Chiriri*, its Trade 629
Chiloe, its Products 684
China, its Products and Traffick 654, & ſeq.
Chiopera, its Trade 650
Choraſan, its Products and Trade 637
Chriſtenings not to be inſured 223
Chriſtiana, its Products 700
Chriſtianſand, ditto ibid.
Chriſtianſund, ditto ibid.
Cidaiou, its Trade 667
Cities in *Great-Britain* their Number 481
Clackmannanſhire, its Products 490
Claims may be made by an Obligee. or inſured after the Obligor is Bankrupt 445
Claudius Cæſar, ſuppoſed by ſome to have been the firſt who brought in Inſurance 223
Coals, their Abundance in *Northumberland* 485, &c.
Coaſts of *Africk*, from *Cape Verd* to *Cape Sierra Liona*, their Trade 614
From *Cape Sierra Liona*, to the River of *Ardres*, their Trade 616
Of *Barbary*, their Commerce 611, & ſeq.
Of *Spaniſh America* in the *North Sea*, their Trade 678
Of *Coromandel*, their Trade 647, & ſeq.
Of *Peſcherie*, their Trade 646
Of *India*, their Trade, *&c.* 643
Of *Africk*, from the *Cape of Good Hope*, to the Entrance of the *Red-Sea*, their Trade 619, & ſeq.
Of Gold, *&c.* their Trade Page 613, &c.
Cochin, its Trade 646
Cochineal, by whom, and in what Ships may be Imported 45
Cochin China, its Trade and Products 653
Cockets received on the Payment of Cuſtoms 325
Their Indorſement before given to the Searcher ditto
Their Form ditto
Cœur, *James*, his great Trade 11
Great Riches and Buildings 12
Coffee, what muſt be done in *America*, previous to its Shipping 63
Penalties for any found on Shipboard, except has been exported from *Gr. Britain* ibid.
Coins of all Countries, *Vide* the Contents at the Beginning
Colcheſter Harbour, the Act about it 164
Coloſſus of *Rhodes*, its Size and Value 171
Commanders of Privateers their Instruction from the King 188, &c.
Have Power to ſeize the Enemy ibid.
Muſt commit no Hoſtility within the Harbours of Princes in Amity ibid.
Where muſt bring their Prizes in ibid.
What Witneſſes muſt produce ibid.
Muſt not break Bulk before Judgment ibid.
Muſt not act any Thing againſt Treaties ibid.
What Goods are prohibited Sale 190
Obliged to ſuccour any Ship in Diſtreſs belonging to us, or Allies ibid.
Muſt give in an Account of the Ships Tonnage, Guns, Men, *&c* ibid.
Muſt correſpond with the Admiralty ibid.
What Colours may wear ibid.
Penalties on violating theſe Inſtructions 191
What Sureties muſt be given ibid.
Form of the Bail ibid. &c.
Additional Inſtructions ibid. &c.
Their Articles with their Crew 192, &c.
Their Commiſſion, its Form 187
Commendo, its Commerce 617
Commerce, its Antiquity and Original 1
Its natural Tendency to render States flouriſhing 2
Of the *Tyrians*, from Monſieur *Huet* ibid. &c.
Of the *Carthaginians* 3
Of the *Egyptians* 4
Of the *Romans* ibid.
Of the *Gauls* 5
Its Re-eſtabliſhment in the Weſt 6
Of the *Venetians* 7
Of the *Genoeſe* ibid. &c.
Of the *Hanſiatick* Towns 8
Of the *Dutch* ibid. &c.
Of the *Muſcovites* 10
Of *James Cœur* 11
Of the Houſe of *Medicis* 12

Of the *French* Page 13
Of the *Engliſh* 16
Of the *Spaniards* 17
Of the *Arabians*, by Doctor *Garcin* 18
What it includes 477
Where is carried on by Barter ibid.
Not unworthy the Attention of the moſt illuſtrious Perſons ibid.
Its State under the *Aſiatick*, *Grecian* and *Roman* Monarchies 478
Carried on by the *Piſans*, *Genoeſe*, and *Venetians* ibid
By the *Portugueſe* ibid.
By the *Engliſh*, *French*, *Danes*, and *Hamburghers* ibid.
By all the Nations of *Europe* to *America* ibid.
Its Diviſion ibid. &c.
The Genius of the *Engliſh* adapted to it ibid. &c.
How it went augmenting in *England*, under different Reigns 479
With an Enemy forbid, after the War is proclaimed 210
Commiſſion of Bankruptcy is not for the Benefit of the Petitioners only 414
Fraudulently ſued out for the Bankrupt's Sake, will not diſcharge him from Cuſtody 415
Can only iſſue, upon the Affidavit of a Creditor or Creditors, &c. 412
Is not a matter diſcretionary, but to be granted *de Jure* 413
When may be renewed after a *Superſedeas* ibid.
Commiſſioners of Bankruptcy, their Power 413, 423, 427
Their Qualification 414
How are to make the Sale of Lands 426
By whom are paid 463
Commiſſions for trying Pirates, to whom muſt be directed 201
Commiſſions granted to Captains of *Eaſt India* Ships for taking Pirates 204
Grantable to any Subjects in *America*, to ſpare the Enemy 184
Commiſſioners for trying Pirates in *America* 201
Of Appeals about Prizes, who they are 206
Of Inſurances, and their Secretary at *Amſterdam*, neither to Inſure or be Inſured 252
Tho' by a future Ordinance, they may be Inſured 254
Their Duty and Power 252 and 255
They are to determine Average 254
What Cauſes they are to lay before the Echevins 254
When may condemn the Payment of Premiums for Non Appearance 258
Compariſon of ſome Coins 384
Between fine Gold and Silver 385
Compound Arbitrations, how wrought 405, &c.
Concealing Bankrupts Effects, the Penalties 462
Congo, its Trade Page 618
Conſtantinople, its Trade 605
Conſuls, their Choice 220
Some do not trade ibid.
Their Duty and Qualification ibid.
Their Incomes ibid.
Their Patents in *Engliſh* and *Latin* 220, &c.
The Places of their Appointment 222
Are not publick Miniſters ibid.
But ſubject to the Laws where they reſide ibid.
Contraband Goods, what they are 181
Contract, its Derivation 337
Contracts, not voided by Miſtakes in drawing the Writings 309
Originally uſurious, cannot be exempted from the Danger of the Statute ibid.
Uſurious, their Nature and Difference ibid. &c.
Their Difference in a Day's being limited for Payment and not 337
Muſt be certain, perfect, and compleat ibid.
Conditional ibid.
For Goods may be made by Word of Mouth, as well as Writing ibid.
Not to be performed in a Year, muſt be in Writing ibid.
Triable in the Admiralty 212
Contribution in Marine Caſes, its Signification 119, &c.
What Goods are rateable to it 121
How ordered, when any Goods periſh in a Lighter, &c. ibid.
Its different Caſes, when Goods are taken by Pirates ibid.
How to be made for a Ship taken and reclaimed by its Crew 122
Convoys, their Duty 205
Days publickly appointed for their Departare ibid.
Maſters muſt be careful to obſerve the Commodore's Orders ib.
Demands of a Reward, or Neglect of the Merchant Ships, puniſhable ibid.
On Ships inſured to the *Eaſt Indies* is good, if taken in the Downs 227
Copartners, Bankrupts, Caſes therein 449
Copet its Products 716
Coquimbo, its Products 681
Copies of Inſurance at *Amſterdam* are ordered to be kept 251
Corea, its Trade and Products 661
Cork, its Trade 495
Corn permitted Exportation and Importation, under ſeveral Reſtrictions 33, &c.
Cornwall, its Trade 482
Corporations, of the *Royal Exchange*, and *London* Aſſurance, with the Acts of their Charters 223 & ſeq.
Corſicans, the Propoſitions made them by their King *Theodore* 597
Coſacks, or *Coſaques*, its Trade 638
Coſmo de Medicis, his noble Origin 12

His great Regard for Trade and happy Succeſs in it Page 12
His Example followed by ſeveral of his Succeſſors with equal Fortune 13
Coſts of Ships, River and Country-built 260
Couca, its Trade 612
Coulang, its Trade 646
Counties of *England* and *Wales*, their Number 481
Courland, its general Trade 705 & ſeq.
Court of Equity, what Marine Caſes it determines 213, &c.
Court Martial in the Navy, of whom, and how many it is compoſed 217
Its Conſtituents Oath before a Trial ibid.
Creditors of Bankrupts, their Difference and Power to claim 445
Obtaining Judgments, after a Bankruptcy declared is void 448
Joint and ſeparate, of Partners Bankrupt, how muſt be paid 449
Not obliged to refund Money received of a Bankrupt in Trade before the Bankruptcy was known 454, &c.
Of Bankrupts ſwearing falſely, the Penalties they incur 418
Reſiding abroad, how are to give Power ſigning the Bankrupt's Certificate 463
Creeks, its Definition 123
Crimati or *Crimatia*, its Trade 669
Cruizers, their Definition and Duty 205
Cumberland, its Products 483
Cuncan, its Trade 644
Cuſtoms cannot be laid on Merchandize by the King's ſole Power 312
What they imply 313
At *Norway*, how are to be paid 703
Cuſtom-Houſe Officers in *London*, not to hinder the Merchants making Entries in their turn 324
The Time of their Attendance ibid.
Their Fees 329 & ſeq.
Cuſtomers, *&c.* not to have Ships 46
Cuſtuma Parva, when firſt granted 313
Cyprus, its Trade 604
Czar of *Muſcovy* his great Regard to Trade 10

D.

Damages done at Sea, where triable 212
To periſhable Goods, muſt be borne by the Inſured 227
And Loſſes from which, the Inſurers at *Amſterdam* are exempt 252
And Decays of *Eaſt-India* Ships inſured at *Amſterdam* to be repaired by the Inſurers 254
Daman, its Trade, 642
Daniſh trading Companies, their Commerce,. 703, &c.
Dantzick, its Trade 706
Derbyſhire, its Products 483
Dauphiny, its Trade and Products 576
Days of Grace, in Bills of Exchange, what they are Page 374
Debentures for Goods exported by Certificate, how to be got 325
Their Form 326
Ditto for exporting Corn 327, &c.
Debts for making Ships, to be tried by the Admiralty 212
Debt or Mixt Exchanges, what they are 360
Debts due to the Crown, when are preferred to others 448
Of one Partner, when are binding to others 449
Paid by a Bankrupt, are recoverable by the Aſſignees 455
Debtors before Bankruptcy may prefer one Creditor to another 412
Decan, its Trade 643
Declaration, which the Commiſſioners make againſt the Bankrupt 415
Declarations for Uſury muſt include Corruption 310
What to be made by the Acceptant of a Bill, when the Poſſeſſor is Bankrupt 360
Deeds of Settlement by Women before Marriage, unknown to the Huſband, are void 432
Dee River at *Cheſter*, the Act concerning it 137
Defrauders in Inſurance at *Amſterdam* to be exemplarily puniſhed 252
Delays in procuring Acceptance to Bills of Exchange, their Conſequence 348
Demorage, what it is 105, &c.
Denization, its Derivation and Meaning 272
Denizen, its Definition 267
Their Privileges 272
Denmark, its Trade 690
Denomination of Bankers, when was firſt given in *England* 308
Depoſits which the Bank admits without giving Receipts 307
Whereon the Bank will advance Money ibid.
Derbyſhire, its Products 483
Deſcents of Aliens, their Nature and Kinds 268, &c.
Of Deviſes after Bankruptcy, which may be ſold 427
Deviation, diſcharges a Policy, only from that Time 226, &c.
Inſurers not obliged to return the Premiums after it 227
Devonſhire, its Products 483
Difference between a Charterparty ſigned by the Maſter alone, and one ſigned by him, and the Owners 102
Of Wrecks 118
Of Prizes 206
Of Inſurances 225
Of Contracts, when Payment is limited and when not 337
Of uſurious Contracts 309
Of a Bankrupt's Creditors, and their Power to claim 445
Made in *France* between a Bankruptcy and Failure 464

Directions for proceeding after a Ship is reported at *London* Page 314
Directions for working ſimple Arbitrations 387, &c.
Ditto for compound ones 404, &c.
Directors of the Bank of *England*, their Number, Attendance, Salary, and how are choſe 307
Their Qualification ibid.
Cannot be choſe of the *Eaſt-India* Company and *vice verſa* 298
Directors of the *Royal Exchange*, and *London* Aſſurances, how long they ſhall continue 224
May be Members of Parliament ibid.
May not belong to both ibid.
Diſcharger of a proteſted Bill for an Indorſer may recover of him or the Drawer 352
Diſcoveries which Bankrupts muſt make 417
Diſcoveries of a Plot againſt a Ship, their Reward 201
Dithmar, or *Dithmarſh*, its Trade 692
Diu, its Trade 642
Diverſe Bills remitted for ſeveral People, if one is proteſted, how the Loſs muſt be made good 359
Divine Service to be duly performed in Ships of War 214
Dorſetſhire, its Products 483
Dover Harbour, the Act about it 125
Dower of Bankrupt's Wife, when may be ſold 427
Of a Widow, what it is 429
How is aſcertained and privileged ibid.
When the Woman is not dowable 432
Drammen, or *Drontheim*, its Trade 700
Drawbacks, on what Goods are allowed 315
Draughts allowed at the *Cuſtom-Houſe* on ſeveral Sorts of Goods ibid.
Drawers of Bills of Exchange, ſome Rules for their Conduct 346, &c.
To whom are bound ibid.
To what Charges are liable if Acceptors Fail 347
Failing before they receive for a Bill given, how to proceed ibid.
To what Charges are ſubject, when the Remitter fails before a Payment ibid.
And Indorſers how bound, on Proteſts for the Acceptor's Inſolvency 350
Of a Bill on one Place, and payable in another, how done 355
Of Bills by Commiſſion, what Advices are to give ibid.
For a third Perſon, what Charges are liable to, when the Acceptants fail 360
Dublin, its Trade 494
Dumbarton, its Trade 491
Dumfries, its Trade ibid.
Durham, its Products 483
Dutch, their firſt Settlement, and ſucceſsful Attempts for Liberty 8, &c.
Their vaſt Trade ibid.
Their *Eaſt-India* and other trading Companies 9 & 690
Their general Trade 687 & ſeq.
The Smallneſs of their Products, and yet immenſe Stock of all Things 9
Pilots their Qualification and Duty 112, &c.
Goods ſent to the *Spaniſh Weſt-Indies* 585
Dutchy of *Sleſwick*, its Trade 691
Duty of Aſſignees of Bankrups in *England* 460
Ditto in *France* 470
Of Gaolers with Bankrupts 464
Of Maſters of Ships and Sailors 74, &c.
Of Ballaſtmen 108
Of Maſters of Ships in Diſtreſs 120
Of a Regiſter in the Court for trying Pirates 200
And Qualification of a Conſul 220
Of Pilots at *Norway* 703
Duties on Goods from our Plantations 48, &c.
Allowed for Salt periſhed, &c. 54, &c.
Not taken for raw Silk of *America* 71
Nor for *American* Iron 72, &c.
Which may be bonded, and when are payable at the *Cuſtom-Houſe* 315
Paid for *Eddyſton* Light-Houſe, &c. 172
Paid for paſſing the *Sound* 702 & ſeq.

E.

EAST *India* Company, their firſt Charter 531
May ſeize any Ships trading in their Limits 206
May lend Money on Bottomry to their Captains 224
Goods not to be carried to *Ireland*, but in *Britiſh* Ships navigated as by Law 47
Of the *Dutch* 9
Of the *French* 584
Of the *Danes* 691
Eaſt-Indies, their Trade 639, & ſeq.
Eaſtland's Trade with *Ireland* 565, &c.
Eddyſton Lighthouſe began by Mr. *Henry Winſtanley* 171
Rebuilt by Mr. *John Rudyerd* ibid.
Its bearing 172
Edinburgh, or *Mid-Lothian*, its Products 491
Edward III. firſt made Laws in *England* about Exchanges 344
Egypt, its Trade 4. 607
Elder Brother, an Alien, can't inherit before the younger a Denizen 268
Elgin, its Trade 491
Ellenfoot Harbour, the Act about it 150
Embargoe, its Definition 208
Embezzlement of Bank Notes, by thoſe entruſted with them, Death 304
Empire of *Preſter John*, its Products and Commerce 623
Encouragement for importing *American* Indigo 70
To ſerve in a Privateer 192
To fight againſt Pirates 201
Endorſer of a Bill of Exchange may divide it 377

Endorſement

Endorſement of a Bill of Exchange, how muſt be made Page 342
Engliſh, to what Places they ſend Conſuls 222
Their Commerce, *&c.* 16 & 482
Wherein excel all others, in a commercial Way 479, &c.
Their Loſs by the *French* Trade 480
When firſt begun their *Perſian* Trade 630
Swearing Allegiance to a foreign Prince become Aliens 268
Entries of Goods to be exported by Certificate, how made 325
Erzerum, or *Erzeron*, its Traffick 633
Eſſex, its Products 484
Eſtate, which don't center in a Bankruptcy 429
Evidences unjuſt in a Marine Trial, their Puniſhment 218
Examination and Delivery of Foreign Goods, how made 317
Exchanges, the Difference 344
When have been prohibited ibid.
Exchanging by Bills, on Marts and Fairs, what it is 378
Exchange Brokers, their Qualification and Duty 379
Executors Bankrupt with other Effects in their Hands, how are proceeded againſt 456
Of Aliens, not to have their Leaſes 267
Of a Wife, preferred to thoſe of her Huſband, in Caſes of Bankruptcy 436
Expence of procuring a Letter of Marque 186
Exportation of Wool, why was prohibited 481
Of Bar Iron from *London* prohibited 72
By Certificate, what time is allowed for it 315
Exports from *England*, of what conſiſt 479, &c.
To *France* annually 501, &c.

F.

FActors, their Buſineſs and Duty 36
Servants to the Merchant ibid.
Muſt make Satisfaction on Breach of Orders ibid.
Truſtee for his Principal, therefore cannot retain any Goods, if the Merchant die indebted by Specialty, *&c.* ibid.
A bare Commiſſion to ſell will not enable him to truſt ibid.
Several Merchants muſt run the joint Riſque of his Actions ibid.
Selling Goods on their own account, to a Debtor of their Principal's, what ought to do in caſe of Loſs 37
Making a falſe Entry of Goods, or loading them without entering, are liable, if the Goods are ſeized ibid.
Making an Entry as *per* Advice, *&c.* and this is erroneous, and occaſions a Seizure, it ſhall be for the Owner's Account ibid.
Shall not ſuffer for the Fault of their Employers, *&c.* ibid.
Robbed ſhall not be anſwerable for the Loſs, nor if Goods are damnified by Accident Page 37
Taking falſe Money, ſhall be for their own account, tho' if the Value of Money be leſſened after Receipt, it ſhall be the Principal's Loſs ibid.
Muſt be circumſpect in regard of Letters of Credit ibid.
Accepting a Bill from one who has Effects in his Hands, doubtful whether he can pay himſelf, if the Owner of the Goods afterwards fails ibid.
Engaging for Freight by Charter-party, are obliged, but if they load generally, the Owner and Goods muſt anſwer ibid.
Neglecting to comply with Orders for Inſurance (having Money in hand) muſt ſatisfy any Loſs ibid.
One joint one may account without his Companion 38
Not anſwerable for the Solvency of Debtors ibid.
Cannot have an *Aſſumpſit* brought againſt them for Monies delivered to be laid out ibid.
Ought to be punctual in the Advices of their Tranſactions ibid.
Deviating from Orders in the Purchaſe of Goods, *&c.* ſhall be anſwerable ibid.
Selling any thing under a limited Price, they ſhall be anſwerable for the Difference ibid.
Fraudulently taking to their own Accounts Goods bought for others, on their Riſing in Value, are obliged to make Satisfaction ibid.
Endeavours to ſhip Money by Order, if loſt, is for the Proprietor's Account ibid.
Paying or lending Money, without Orders, is at their own Peril ibid.
Not liable for Freight, if the Voyage is not agreed out and home 103
Drawing on one Place and remitting on another with *del Credere*, what Loſſes muſt bear 357
Obliged to draw for their Principal's Account, how may paſs their Bills 358
Executors Bankrupts, with the Effects of others in their Hands, how are to be proceeded againſt 456
Failures, how to be guarded againſt 408
In *France* different from Bankruptcies 464
Fairs for Exchanges at *Lyons* 367
at *Frankfort* 368
at *Leipſick* ibid.
at *Naumbourg* 369
Falſe Language does not void Bonds 340
Falſter, its Trade 691

Fantin, (in *Africa*) its Trade Page 617
Fathers of Aliens not to inherit before Uncles 268
Fees payable to the Cuſtomhouſe Officers of *London* 329
Taken at the *Sound* 695
Feigned and borrowed Names, when may be uſed in Exchange Contracts 364
Feme Sole Bankrupt, how her Lands are to be ſold 427
Ferſharn, its Trade 630
Ferrymen, not to overload their Boats 121
Fife, its Products 491
Fines on an illicit Trade to *Turkey* 520
Levied as a Security in uſurious Contracts, how may be avoided 309
Fire, or lighted Candles, not permitted aboard Ships in *Yarmouth* Harbour 130
Nor in that of *Whitehaven* 168
Flanders, its Trade with *Ireland* 566
Flekkefiard, its Trade 701
Flemiſh Goods ſent to the *Spaniſh Weſt-Indies* 586
Florence, its Trade 600
Flotſam, a Wreck, its Definition 118
Foreign Coin, Gold or Silver Bullion, or Jewels, permitted Exportation 31
Foreign Seamen may be naturalized by ſerving in our Navy 271
And Landmen by ſettling and reſiding in the *Britiſh* Plantations ibid.
And being Proteſtants, without taking the Oaths 272
Trade, its Benefit to *England* 478, &c.
Goods found aboard any Collier, Fiſher-boat, *&c.* the Penalties 46
Forfeits, *&c.* at the Bank of *Amſterdam*, how are diſpoſed of 276
Forfar, or *Angus*, its Trade 491
Forgery of Bank Notes, *&c.* is Felony 300 & 303
Ditto of Bills of Exchange 372
Form of a Charter-party 103
Ditto whereby Part of the Owners of a Ship freight the others Shares 104
Of a Bill of Lading 105
For transferring a Share in the Stock of the River *Dee* 144
Of a Letter of Marque 176
Of an Order to the Judge of the Admiralty, to grant a Privateer's Commiſſion 186
Of the Commiſſion ibid.
Of the Bail given by privateers 191
Of a Ranſom Bill in *Engliſh* 194
Ditto in *French* ibid.
Of a Commiſſion granted to *Eaſt-India* Captains for taking Pirates 204
Of Bills of Health 207
Of a Policy of Inſurance for a Voyage, 244, &c.
Ditto for a Life 245
Ditto at *Amſterdam* for Liberty 259
Of an Award 265
Of an Umpirage, when the Arbitrators did not determine Page 266
Of Ditto of one Perſon alone ibid.
Of a Submiſſion to an Arbitration ibid.
Of a general Releaſe from an Award ibid.
Of an Order to the Bank Caſhiers for Payment of Money 306
Of a Write-Off, at the Bank ibid.
Of a Bill of Entry inwards 313
Of a Certificate of a Surpluſage paid in Cuſtoms, and by whom is made 314
Of a Bill of Entry outwards 324
Of a Receipt for a Debenture paid 326
Of a Sufferance for exporting Corn 327
Of a Sufferance for Landing Apparel 328
Of ſingle and Penal Bills for the Payment of Money 341
Of a Proteſt againſt a Bill of Exchange 342
Of Letters of Credit 373
Of Bills of Exchange 375, &c.
Of the Commiſſioners Declaration againſt the Bankrupt 415
Of a Warrant for ſeizing a Bankrupt's Effects ibid.
Of the Summons for a Bankrupt's Appearance 416
Fractions, how ordered in the Bank of *Amſterdam* 276
Of *Hamburgh* 279
France, its Trade with *Great-Britain* 498
Its general Trade 13 & 569 & ſeq.
Reflections on the Growth of it, and of its Manufactures 16
Franche Comte, its Trade and Products 576
Fraudulent Bankrupts, who are ſo 471
Frederickſhald, its Trade 701
Frederickſtad, its Trade ibid.
Free Bench, what Eſtate it is 431
Freedom, in the *African* Company, how and on what Terms obtained 524
Freight, what it is 98
Is due for Goods laden after breaking Ground, altho' the Merchant ſhould determine to unload them. 99
Due to a Ship diſabled, how the Maſter may act ibid. &c.
To a Ship ſailing after the Time agreed on, either arriving ſafe, or meeting Loſs 100
To be paid only on a Ship's return, was diſcharged, though ſhe was not loaded Home ibid.
Agreed for a Ship to load at another Port, and on her Arrival there, nothing is put aboard her, is yet due ibid.
Agreed for by the Ton, ſhall be paid for accordingly ibid.
For a lading of Cattle is recoverable, both on Dead and Living ibid.
Though if at ſo much *per* Head, then 'tis only paid on thoſe that are alive 101
If not previouſly agreed in either of the above

Manners,

Manners, then to be paid both for Dead and Living Page 101
To be recovered according to Cuſtom, for Goods ſent on board, *generally* ibid.
To be paid by the Freighter, tho' ſhe be detained for his ſhipping unlawful Goods ibid.
Agreed for Out and Home, none due 'till the Voyage be performed ibid.
Preferred before any other Debts ibid.
Is due on a Ship taken and retaken, provided ſhe afterwards proceeds on her Voyage ibid.
To be paid for Wines, though they have leaked in the Voyage, provided the Maſter be not in Fault ibid.
Agreed for by the Month is due, if the Lading be ſaved, tho' the Ship periſh after paſſing the Downs 102
To be tried by the Admiralty 212
Frejus, its ancient Trade 6
French Flanders, its Trade 580
Goods ſent to the *Spaniſh Weſt-Indies* 585
American Trade 684
Pilots, their Qualification and Duty 112
Fribourg, its Products 718
Friends Ships known by our Men of War, to be aſſiſted by them 215
Fuhnen, its Trade 691

G.

GAGE-Marks to be put on Ballaſt Lighters 109
Galio, its Products 684
Galleons, &c. taken to be tried in *Great-Britain* 184
Gamron, or *Gombroon*, its Products and Trade 630
Gaolers, their Penalty for a Bankrupt's Eſcape 464
Gauls, their Commerce 5
General Courts for relieving Seamen diſabled, *&c.* in the Merchant's Service, when to be held 91
General Releaſe from an Award, its Form 266
General Trade of *England* 478 & ſeq.
Of *Wales* 488
Of *Scotland* 489
Of *Ireland* 494
Of *France* 569
Of *Spain* 584
Of *Portugal* 589
Of *Italy* 591
Of *Africk* 613
Of *Aſia* 627
Of *America* 539, 678, 687
Of *Holland* 687
Of *Denmark* and *Norway* 691
General Truces, what they are 209
Geneva, its Deſcription and Trade 719
Genoeſe, their Commerce 7, 594
Rivals to the *Venetians*, in it 7, &c.
Their Wars with ditto, and Loſs of the Battle of *Chiozza* 8
Georgia in *America*, its Trade Page 547
In *Aſia*, ditto 634
Gezeon, its Trade 630
Gilolo, its Trade and Products 669
Gifts and Bargains not under a Commiſſion of Bankruptcy 425, &c.
Glaris, noted for its Green Cheeſe and Slates 717
Gloceſterſhire, its Products 484
Gnaſſo, its Trade 617
Goa, its Trade 644
Goalers, *Vide* Gaolers
Golconda, its Trade 648
Gold or Silver Bullion, Foreign Coin, or Jewels, permitted Exportation 31
Gold Coin, its Par between *London* and *Amſterdam* 381
Its Par between *France* and *Holland* 382
Its Par between *Liſbon* and *Amſterdam* 383
Gold and Silver compared 385
Goods ſeizable after clearing a Ship 46
From the Plantations muſt firſt be landed in *England*, before they are landed in *Ireland* 50
What Sorts may be imported into *Ireland* directly from *America* 53
Sold by a Maſter of a Ship under Neceſſity, the Conſequence 81
May be thrown overboard in a Storm 97
Delivered to a Maſter of a Ship, may not be attached ibid.
Whoſe Freight was agreed, though not delivered aboard, the Conſequence 98
Partly ſtole in a Voyage, the whole Freight not due 100
Found on any Perſon, taken or ſtole from a Ship in Diſtreſs, ſhall be delivered to the Owner 121
Thrown overboard in a Storm, how to be valued before a Contribution ibid.
In Neceſſity may be caſt out of a Ferry-boat ibid.
Thrown overboard after others have been clandeſtinely taken in, ſhall be paid for by the Maſter 122
Loſt by Piracy, or Tempeſt at Sea, and they afterwards come aſhore, the Owner ſhall have them, if he can prove his Property 198
Pirated from Foreigners, and ſold here in a Market Overt, ſhall convey a Property ibid.
Of Pirates, and not piratical Goods, become a Prize to the Captor 204
Spoiled on Shipboard, to be made good by a Contribution of the Sailors 213
Not to be taken out of a Prize till Condemnation 214
Inſured as belonging to an Ally, when appertain to an Enemy, void 227
In *Holland*, carried by Land, to be inſured only tenth of their Value 247

Which muſt be named in Policies of Inſurance at *Amſterdam* Page 247 & 253
Thrown overboard, to be brought into groſs Averages at *Amſterdam* 255
Whereon no Drawback is allowed 315
Muſt not be landed before the Duties are ſatisfied ibid. &c.
From the *Britiſh* Plantations allowed one fifth at the *Cuſtom-Houſe* of *London* for Tare 318
That may be ſhipped and landed between *Limehouſe* and *Weſtminſter* 324
Chargeable with Cuſtoms, exported with others that are free, and muſt have two Cockets 325
Found in a Bankrupt's Hands are ſuppoſed to be his, and ſhall paſs to his Creditors accordingly 427
Of a Bankrupt, when may not be ſold by the Commiſſioners ibid. &c.
Of a Bankrupt not to be removed 'till his Rent be paid 448
Mortgaged or pledged after Bankruptcy, are over-reached by the Commiſſion 454, &c.
Prohibited Importation in *Denmark* 698, &c.
Governors in *America* to aſſiſt againſt Pirates 201
Of *Ancona* abuſed the *Venetian* Conſul 222
Of the *Royal Exchange* and *London* Aſſurance, the Time of their Continuance 223
May be Members of Parliament, but not belong to both Offices ibid.
Of the Bank, their Attendance and Salary 307
Their Qualification ibid.
Gounong-Api, its Trade and Products 671
Granſon, its Trade 717
Grants for Wreck, what they include 118
Made to Privateers 180
Of Rent at an undervalue, when are uſurious 310
Of an Annuity for any Sum not uſurious ibid.
Gratuity, accepted by a Lender is not uſurious ibid.
Great Boucharie, its Traffick and Products 635
Great-Britain, ſuppoſed by ſome the greateſt Iſland in the World 481
Its former Names, Situation and Dimenſions ibid.
Its Number of Pariſhes and Cities ibid.
Great Fractions, in Calculations, how may be avoided 383, &c.
Great *Molucca* Iſles, their Trade 669
Great *Tartary*, its Products and Trade 634
Greeks, Scholars to the *Phœnicians*, in the Science of Navigation 39
Gruiere, noted for the Quantity and Quality of its Cheeſe 718
Guatamala, its Trade and Products 679
Guayaquil, its Trade and Products 684
Guienne, its Trade and Products 572
Guiomere in *Africk*, its Trade 616
Guipuſcoa Company, their Charter, *&c.* Page 588
Gulph of *Perſia*, its Trade 630
Guns aboard not to be kept ſhotted, nor fired at unſeaſonable Hours between *London Bridge* and *Black-wall* 89
Gunpowder permitted Exportation, when the Price does not exceed 5 l. per Barrel 36
Not to be received aboard any Outward-bound Ship, 'till ſhe be over-againſt *Black-wall*; and Ships coming Home, to put it out before their Arrival there, or within 24 Hours after 89
Guſarate, (ſuppoſed to be *Tarſhis*, where *Solomon*'s Fleet went) its Trade 639

H.

Habat, in *Fez*, its Products 612
Haddock, Freſh Herrings, *&c.* not to be imported but in *Engliſh*-built Ships, *&c.* 47
Haddington, its Products 491
Hamburgh, its general Trade 690
Its particular Trade with *France* 583
With *Spain* 584
With *Venice* 592
Its Bank 278
Hampſhire, its Products 484
Hanſeatick Towns, their firſt Eſtabliſhment and Commerce 8
Their Names in the Confederacy ibid.
Its Reduction by many Towns withdrawing from its Aſſociation ibid.
Thoſe ſtill reſerving the Name ibid.
Haven, or Harbour, its Definition 123
Not to be damaged by throwing any thing into them 54 & 109
Hemp, Flax, and the Production thereof, may be imported here from *Ireland* 47
Herat, its Products 637
Hereditaments may be purchaſed by the *Eaſt-India* Company, not exceeding 10,000 *l. per Annum* 537
Herefordſhire, its Products 484
Hertfordſhire, its Products ibid.
Hias, its Trade 607
Hiſpaniola, or *St. Domingo*, its Trade and Products 677
Hodecda, its Trade 630
Holland, its Trade with *Great-Britain* 505
Ditto with *Ireland* 566, &c.
Ditto with *France* 582
Ditto with *Spain* 584
Ditto with *Portugal* 590
Ditto with *Venice* 592
Its General Trade 687
Holmſtrand, its Trade 701
Holſtein, its Trade 691
Home Trade of *Great-Britain* 497
Hottentots, good Mechanicks 621

Hours, for writing into the Bank of *Amſterdam* Page 277
For doing Buſineſs in the Bank of *Hamburgh* 279
Hudſon's Bay Company, when procured their Charter 540
Their Trade ibid.
Hull River and *Beverley Beck*, the Act about them 160
Huntingtonſhire, its Products 484
Huſbands of Ships defined 313
When have a Right to a Tenancy 429

I.

Jamaica, its Trade and Products 551
Jambi, its Trade 668
Japara and *Javana*, their Trade 667
Java, its Trade and Products 664
Iceland, its Trade 700
Jerkeen, its Trade 635
Jeroſlaw, its Trade 707
Jerſeys, their Trade 543
Jeſſo, its Trade and Products 676
Jetſam, a Wreck, its Definition 118
Jewels, Gold or Silver Bullion, or Foreign Coin, permitted Exportation 31
Jews encouraged to ſettle at *Naples* 598
Not permitted, by their Law, to take Uſury from one another 311
Ilfordcombe Harbour, its Act 135
Its Lighthouſe, when to be uſed, and what paid towards it ibid.
Illegal Intereſt may be taken, when both *it* and the Principal are hazarded 310
Impediments to the Heirdom of Aliens by Deſcent 269
To a Bankrupt's having an Allowance out of his Eſtate 422
Imports from *France* to *London* in a Year 500
Importers of the Manufactures of *Perſia*, *Via Muſcovy*, what Oath they muſt take 555
Impoſts on Goods at the Cuſtom-Houſe of *Cadiz* 513
Impreſſing into his Majeſty's Service, whom it reaches 89
Impriſonment decreed in the Navy not to exceed two Years 217
Incidents, which make one a Subject born 267
Income of Conſuls, how ariſes 220
India Coaſts, their Trade 643
Indigo of all Sorts may be imported 70
Indoſtan, its Trade and Products 639
Induſtry of the *Engliſh* in Trade 479
Inland Bills of Exchange, how are to be accepted 343
Inſtructions from the King to Commanders of Privateers 188
For the Commiſſioners of Bankruptcy at *Amſterdam* 472, &c.
Inſurance, or Aſſurance, its Definition 223
Invented by *Claudius Cæſar*, or the *Jews* ibid.
Inſurance Brought into *England* by ſome *Italians* Page 223
Not to be made for Marriages, Birth, Chriſtenings and Service ibid.
Not to be made by Way of Gaming, *&c.* 224
How may be made for Privateers ibid.
Was at firſt confined to Maritime Affairs only, but now extends to Houſes, Furniture, Lives, Liberties, *&c.* 225
Their Variety ibid.
Diſtinguiſhed between Solar and Lunar Months 226
Not liable, if a Ship be burnt, before breaks Ground ibid.
Made abroad, may be ſued for in *England* ibid.
With a Blank in the Policy, or for prohibited Goods, not binding ibid.
Made, *to depart with Convoy*, not binding, if the Maſter voluntarily quits its ibid.
Not liable for a Theft by the Sailors, but the Maſter ibid.
Made without informing Inſurer of every material Circumſtance, is ſufficient to diſcharge the Policy ibid.
Liable, if a Ship be forced from her Convoy in a Storm, and is taken ibid.
Diſcharged by a Deviation from that Time only ibid, &c.
Tho' ſecuring againſt Reſtraint of Princes, does not warrant a navigating, or acting againſt the Law of Countries 227
Void, when made on Goods of an Ally, and they are an Enemy's ibid.
Made on Goods periſhable from their own Nature, not liable for Damage ibid.
Made for another, may be ſued for and recovered by him that made it 228
At *Amſterdam*, how, and when may differ from the Law 247
When commence and terminate ibid.
Inſurance on what Occaſions become void 248, &c.
May be made for Goods loſt, if the Aſſured knew not of it ibid.
On Goods detained by Foreigners, when may be abandoned 249
On Goods embargoed, how the Aſſured muſt proceed ibid, &c.
Not to be made to the full Value on Goods carried by Land 250
Before whom muſt be made ibid.
On what Things may not be made 251, 258
When may be invalidated by the Aſſured 253
On Bottomry, when valid 258, &c.
In *France* are made for Foreigners in Time of War 259, &c.
Are not permitted there on Life, Wages, Proviſion, Ammunition, or Materials, only on Ship and Goods, and on theſe no more

than nine-tenths of their real Value Page 260
Not paid there, in three Months after due, bear an Intereſt ibid.
In what Time are to be paid, when Ships are not heard of ibid.
Inſurers on Goods not freed by the Ship's Arrival at her Port 227
Not to return the Premium, in Caſe of Deviation ibid.
Not liable for Ships taken on a neutral Coaſt, and carried into a neutral Port 228
Not releaſed by an intended Deviation only ibid.
Paid for a Ship, ſent as a Flag of Truce, yet taken by the Enemy ibid.
Paid the whole for a Ship that had been deſerted, and was afterwards brought into Harbour, tho' ſuppoſed unſerviceable 229
Paid for Goods taken in a neutral Ship, and expreſſed in the Bills of Lading to be for neutral Account ibid, &c.
Of a Privateer for a Month, that was damaged by the Enemy, and could not be refitted, during that Term, were acquitted 230
On *French* Ships in the late War, paid for them 231
On a Privateer, Intereſt, or no Intereſt, which was taken and re-taken, bore the whole Loſs 232
On a Ship from *London* to *Gibraltar*, warranted to depart with Convoy, taken near *Spithead*, in the Way to her Convoy, ſuffered a total Loſs 236
On a Ship at Intereſt, or no Intereſt, that was taken and ranſomed, were obliged to pay an entire Loſs 238
On a Ship, at Intereſt or no Intereſt, which was taken, re-taken, and ſold, to pay Salvage, were freed ibid. &c.
On a Voyage, as the laſt, which the Ship, by Damage from a Storm, could not perform, paid the Loſs 240
Of a Ship and Cargo, which were taken and ranſomed for more than they ſold for, paid an entire Loſs 241
Of a Privateer, for two Months Intereſt or no Intereſt, that was taken, re-taken, and Salvage forgiven, paid the total Loſs ibid, &c.
Of a Ship at and from *Liſbon*, which was deſerted by her Crew, and laid there till rotten, paid the Loſs 242
Underwrote a Ship for a Voyage, in which ſhe took a Prize; and returning to convoy it (forced thereto by the Crew) was taken, tho' the Prize got ſafe, paid the Loſs ibid.
On a Ship to depart with Convoy from one of the two Places mentioned in the Policy; but as none was expected there, the Captain ſailed to another, where he was aſſured of meeting one, and accordingly ſailed out to join one that came off the Port; however he was taken, and the Loſs paid Page 243
On a Ship from *La Vera Cruz* to *London*, at Intereſt or no Intereſt, which was ſeized by the *Spaniards*, after a Ceſſation of Arms, paid the Inſurance 244
Inſurers are obliged for no more than 98 *per Cent* 246
At *Amſterdam*, when muſt return half *per Cent.* of the Premium 251
Muſt partake all alike of the Profit and Loſs of an Adventure ibid.
What Time is given them to pay after the Inſured have abandoned ibid.
What Averages, Damages and Loſſes they are there exempted from 252, &c.
In *France*, what muſt have, when Voyages are altered 260
Inſurance Offices, when eſtabliſhed at *Paris*, *Stockholm* and *Naples*, and with what Funds 259, &c.
Company at *Genoa*, their Articles 594
Inſured may claim after Inſurers are Bankrupt 445
Interlineation and Raſure, when make a Bond void 341
Intereſts, which center not in Bankrupts 445
Inventors of Bills of Exchange, who were ſuppoſed to be 343
Inverneſs, its Trade 491
Joint-Trader Bankrupt, does not affect the Eſtate of his Partner 449
Jointure and ſeparate Creditors of Partners Bankruptcy, out of what Eſtates are to be paid ibid.
Jointures in *France*, how are affected by the Huſband's Bankruptcy 467
Ireland, its Counties 494
Its *Trade* 556 & ſeq.
Iron imported from *America*, Duty free 72
Iſle of *France*, its Products and Trade 569
Of *St. Thomas*, its Trade and Products 704
Iſles of *Aſia*, their Commerce, *&c.* 628
Of *Banda*, their Trade 671
Of *Cape de Verd*, their Trade 625
Of *Cuba*, its Trade 677
Of *Japan*, or *Japon*, ditto 674
Of *Molucca*, their Trade 609
Of *Orkney* and *Shetland*, ditto 493
Of *St. John*, their Trade 687
Of *Thieves* or *Ladrones*, their Trade 674
Iſpahan, its Products and Traffick 632
Iſſue of an *Engliſh* Woman ſeized of Lands ſhall inherit, tho' the Father was an Alien 269, &c.
Ditto, when are Aliens ibid. &c.
Italy's Trade with *Great-Britain* 518
What Goods it furniſheth for the *Spaniſh Weſt-Indies* 586, &c.
Its Trade with *Portugal* 589, &c.

Its general Trade Page 591
Italian Banks of Charity, what they are 312
Judda, its Commerce 617
Juda, or *Ziden*, its Trade 630
Judges, *&c.* in his Majeſty's Dominions abroad, their Duty about Ships taken 183
How appointed for trying Pyrates, *&c.* 199
Judgments ſuffered as a Security in uſurious Contracts, how may be avoided 309
Of Creditors after an Act of Bankruptcy may be avoided 448
Ivory Coaſt, its Trade 616
Juriſdiction, the Admiraly's limited by whom 211, &c.
Marine, its Officers 214
Of Marine Court-Martial, how far it extends 216, &c.
Juries, how to be made up, when one Party of the Cauſe is an Alien 268
Jutland, its Trade 691

K.

KAYS, at *London*, where Goods are not to be ſhipp'd or landed 323, &c.
Thoſe which are lawful, and the Time for working thereon ibid.
Kent, its Products 484
Kily, or *Kilia*, its Trade 606 &c.
Kincardin, its Products 491
King *Richard* IId. limited the Juriſdiction of the Admiralty 211
King, to have Bonds due by an Alien Enemy 267
To have the Goods of an out-law'd Bankrupt 423, &c.
King *David*, his immenſe Riches 22
Kingdom of the *Jaloſes* 615
Kinroſs, its Products 492
Kirmant, its Trade 607
Krageroe, its Trade 701

L.

LA *Conception*, its Trade 681
Laland, its Trade 691
Lampi, its Trade 617
La Maſtre, its Trade 607
Lancaſter Port, its Act 146, &c.
Lancaſhire, its Products 484
Lands, how are to be ſold by the Commiſſioners of Bankrupts 426
Land Forces of *England*, with what Butter and Cheeſe are ſupplied 486
Land Waiters, what Copies are to make in their Books, before Goods are delivered 315, &c.
Lanerk, its Products 492
Langeland, its Trade 691
Langeſund, its Trade 701
L'Angoumois, its Trade and Products 572
Langtall, its Trade 715
Languedock, its Trade 578
Large Ships, when firſt built in *England* 533
La Trinidad, its Trade Page 684
Lauſanne, its Products 716
Laws of Bankruptcy at *Amſterdam* 472
Laws to be obſerved in his Majeſty's Fleet 214, &c.
Leagues and Truces, what they are 209
Are offenſive and defenſive 210
Leaſes at an undervalue, when are uſurious 310
Legacy is within the Act againſt Bankrupts 433
Legal Intereſt only taken, is ſafe, tho' the Bond was uſurious 309, &c.
Leghorn, its Trade 601
Leiceſterſhire, its Products 485
Lenders of Money, accepting a Gratuity, are not thereby Uſurers 310
Leon (in *America*) its Trade 684
Leſparſo, its Trade 683
Letters of Marque and Repriſal, what they are 173
The requiſite Circumſtances for obtaining them 174
Their Form 176, &c.
The Method of procuring them 186
Letters of Attorney made by Seamen muſt be made revocable ibid.
Letters of ſafe Conduct to be enrolled in Chancery 209
Letter from a Merchant to his Wife, *&c.* to accept Bills of Exchange, is not a proper Power 355
Letters of Credit, their Difference, and what they are 372
Their Form 373
Letters of Reſpite, in *France*, defined, and how procured 465
In what Caſes are denied 466, &c.
Deprive the Grantees, for the preſent, of Honour, and public Poſts 467
Levant Trade 602
Licences, grantable to Landmen, to protect them for two Years from the Preſs 82
Lighthouſe, its Definition 171
The firſt built by *Ptolemy Philadelphus* ibid.
Lighthouſes and Beacons to be erected by Warrant 173
That at *Ilfordcombe*, when to be uſed 135
The Coloſſus of *Rhodes*, a famous one, its Deſcription 171
Several others abroad, as the Tower of *Cordon*, the Phare of *Meſſina*, at *Genoa*, *Barcelona*, *&c.* And ours at Home, on *Scilly*, the *Eddyſtone*, *Caſkets*, *Portland*, *Dungeneſs*, *Forelands*, *Skerries*, &c. ibid.
Ligor, its Trade 652
Lima, its Trade 682
Limerick, its Trade 495
Limited Time, for paying and proteſting Bills in *Denmark* 375
Limits of the Port of *London* 125
Limits of the *Turkey* Company's Trade 520
Limoſin, its Trade and Products 572
Lincolnſhire, its Products 485

Linlithgow, its Products Page 492
Lintzbourg, its Products 715
Liſt of the licenſed Ports of *England*, with their Dependencies 123
Little Bouckarie, or *Caſchgar*, its Trade and Products 635
Little Molucca Iſles, their Trade 669
Livonia, its Trade 706 & ſeq.
Liverpoole Harbour, its Acts 128
Loading muſt be ſhip'd within the Time ſpecified by Charter-party 98
Loadſtone's Virtue, when diſcovered 39
Loango, its Trade 619
Lombards have the Invention of the Bank, Book-keeping and Exchanges attributed to them 6 & 343
London Aſſurance, when incorporated 223
Lonthor, it Trade and Products 671
Lord Chancellor cannot recal a Certificate granted a Bankrupt 419, &c.
Lord High Admiral may appoint Vice Admirals to adjudge Marine Caſes 213
Lorrain, its Trade and Products 580
Loſs of an Inland Bill of Exchange, its Conſequence 342
Loſs by our Trade with *France* 480, 498, & ſeq.
Louiſburgh, or *Cape-Breton*, its Trade 686
Louiſiane, or *Miſſiſſippi*, its Trade ibid.
Lubeck, its Trade 690
Lucca, its Trade 601
Lucerne, its Trade 717
Lyons, celebrated for the greatneſs of its ancient and modern Trade 6
Lyonnois, its Trade and Products 661

M.

MACAO, its Trade 661
Macaſſar, its Trade and Products 669
Madagaſcar, its Trade and Products 623
Madera, its Products, *&c.* 624
Madras, its Trade 647
Maine, its Trade and Products 573
Makaria, its Fair 707
Malabar, its Trade and Products 644
Malacca, its Trade 651
Malaguete Coaſt, its Trade 613
Maldives, their Products and Traffick 662
Malimbo, its Trade 619
Malta, its Trade and Products 627
Mandahl, its Products 701
Mangalor, its Trade 645
Manillas, or *Philippines*, their Products and Trade 673
Mankiſelak, its Trade 637
Maracaibo, its Trade and Products 679
Margarita, or *Pearl Iſle*, its Trade 678
Margate Harbour, its Act 132
Marine Caſes decidable in Equity 213, &c.
Mariners, their Contracts with Privateers 180
Their Wages triable in the Admiralty 212
Muſt contribute to Goods imbezzled on Shipboard 213
Marriages not to be inſured 223
Marriage Bonds, their Power in Bankruptcies 435, &c.
Marſeilles, its Alliance with the *Romans*, Antiquity and great Trade 5
Martinico, its Trade and Products 684
Maryland, its Trade and Products 542
Maſcate, its Trade 629
Maſters of Ships anſwerable to the Owners for their Damage 43
Their Duty 74 & 79, &c.
Shall not loſe their Ships for a ſmall uncuſtomed thing 45
Carrying certificate Goods to *Ireland*, muſt take a Duplicate of its Contents 46
Muſt ſwear that the Owners are ſubjects of *Great-Britain* 50
What Money they may advance their Sailors in the Sugar Trade 67
Cannot ſue for their Wages in the Court of Admiralty, though the common Sailors May 76 & 213
Watſon's Caſe regarding Ranſom 77
Can ſell no Part of their, Ships, but may hypothecate them 79
Are not anſwerable for the Contracts of their Sailors 80
Maſters may not impawn their Ships for their own Debts 81
Muſt contract with their Mariners before ſet ſail 86
Carrying about 15 Guns muſt not ſtrike to Pirates without fighting 88 & 202
To anſwer for the Barretry of their Sailors 97
Having let out the whole Ship muſt not receive any other Goods than the Freighter's 101
Cannot bring an Action againſt the Freighters if the Ship did not arrive at the Port agreed 102
Not getting their Lading agreed for out and Home, how to proceed 103
When they may take up Money on Bottomry 106
How muſt act at *London*, in Regard of Ballaſt 109
May take two Pilots in *Holland* 116
Muſt reward People helping to ſave the Ship 119
Their Duty in Diſtreſs 120, &c.
Muſt not overlade their Ships 121
After an Ejection of ſome Goods ſhould not deliver the Remainder 'till a Contribution is ſettled ibid.
To pay for Goods thrown overboard, when this has been occaſioned by taking in others contrary to Agreement 122
May detain the Cargo till a Contribution is ſettled for Maſts cut away, *&c.* ibid.

Pledged for the Ranſom of a Ship taken by Pirates, when to be redeemed Page 195, &c.
May not refuſe bringing their Sailors Home, *&c.* 201
What may pay the Sailors whilſt beyond Sea 202
Muſt obey their Convoys 205
On Arrival at any Port where there is a Conſul, they ſhould wait on him and acquaint him with what may have happened extraordinary in the Voyage 222
How are to proceed in paying the Cuſtoms in *Norway* 703
Maſulipatnam, its Trade and Products 649
Mate's Receipt for Goods, when muſt be given up to the Maſter 325
Meaſures, both applicative and receptive with their Variety and Correſpondency with one another. *Vide* the Contents at the Beginning
Melinda, its Trade and Products 623
Members of a Port, their Definition 123
Of Parliament may belong to the Bank, *Royal Exchange*, and *London* Aſſurances 224, 294, 299
Merchandize proper for *Italy* 602
To be laden and unladen at certain Ports only in the Day time 31
Merchant, its Derivation, and his Character 25
The Antiquity and Honourableneſs of the Employ ibid.
Privileges granted to it in *France* ibid.
No Diſparagement to Nobility ibid.
Many Kings and Princes exerciſing the Function 26
What Qualifications he ought to make himſelf Maſter of ibid, &c.
Maxims propoſed for the Management of his Affairs 28 to 31
Regard always paid him by the Common Law ibid.
Not obliged to ſue at Common Law ibid.
Subject to the Laws of the Country where Reſident ibid.
Not reſtrained from departing the Kingdom without Licence 31
Have Liberty to tranſport Iron, Armour, *&c.* ibid.
Adulterating Wine, are puniſhable ibid.
Importing Tobacco's has an Allowance ibid.
His Effects in Partnerſhip ſhall not go to the Survivor ibid, &c.
Need not provide againſt Survivorſhip 32
Accounts between them, how ſtated ibid.
An Action may lie againſt one, though more obliged ibid.
To call him *Alien Bankrupt*, is actionable ibid.
obliged to pay a Bill according to Agreement, though due on a Day unknown in our Law 32
Not compellable to come with his Ship into any Part of *England* againſt his Will ibid.
When may plead the Statute of Limitation, and when not Page 32
Prohibited the Importation of ſundry Goods from ſeveral Parts ibid.
Feme Sole in *London*, trading without her Huſband, ſhall anſwer for her Affairs 33
Reſtrictions on exporting Beer, *&c.* ibid.
Ditto, concerning the Exportation of Corn ibid.
Loſing Goods at Sea, Cuſtom paid, ſhall on Proof have Liberty to ſhip a like Quantity Duty free 35
May tranſport Gunpowder when the Price does not exceed 5 *l. per* Barrel ibid.
In his Entries at the *Cuſtom-Houſe* ſhall be diſpatched in his turn 324
May break Bulk in any Port, and pay Duties for no more than he enters and lands ibid.
Not anſwerable for a Piracy done by his Ship 198
Merchant Strangers (by *Magna Charta*) have Liberty to come into, depart or remain here 31
Any Abuſe offered them puniſhable ibid.
Shall not be impleaded for another's Debt ibid.
Six Months allowed to withdraw their Effects, in Caſe of a Difference with their Prince ibid.
Obliged to ſell their Merchandize at the Port where they laid in Groſs ibid.
Made Denizens to pay alike Cuſtoms as before ibid.
Aliens, as well as Denizens, may export and import from and to *Ireland* all Sorts of Goods, except Wool, *&c.* 32
Meſchet, its Trade 637
Method of proceeding after a Ship's Report is made 314
To be taken when Bills of Exchange are loſt, *&c.* 365, &c.
For procuring a Letter of Marque 186
For opening Caſh Account in the Bank 306
To avoid great Fractions in Calculation 383, &c.
To calculate the Price of Foreign Wool 386
For Working ſimple Arbitrations 387
Compound, ditto 404, &c.
Middleſex, its Trade 485, &c.
Mid-Lothian, or *Edinburgh*, its Trade 491
Milan, its Trade 601
Mindanao, its Trade 673
Minehead Harbour, the Act about it 126
Mingrelia, its Traffick 633
Mirzeou, its Trade 645
Miſſiſſippi, its Trade and Products 686
Miſtake of a Sum in a Contract, its Effects 337
In Writings don't make void a fair Agreement 309
In Bills of Exchange, how to be decided 367
Mocha, its Trade and Products 628
Modena, its Trade 601
Molla, its Products 700
Molucca Iſles, their Trade 669
Money of a Bankrupt in the Sheriff's Hands is not aſſignable

aſſignable by the Commiſſioners Page 428
Overpaid on Uſury, by one becoming afterwards Bankrupt, ſhall be refunded 429
Its firſt Species and Uſe 477
Lent on Bottomry muſt be only on Ship and Cargo 106
To be lent on Bottomry by no other Company or Corporation than the *Royal Exchange* and *London* Aſſurances 224
On Bottomry, to or from the *Eaſt-Indies*, ſhall be on the Ship only 225
May be brought into Court by any one ſued in an Action of Debt on a Policy of an Inſurance ibid.
Paid the Aſſured on a ſuppoſed Loſs, may be recovered if no Loſs happened 227
Lent on Bottomry and inſured muſt be paid, both by the Inſurer and Borrower ibid.
Given *a la Groſſe* at *Amſterdam*, how to be inſured 258, &c.
Money given by a Debtor for a Sum lent his Creditor is not uſurious 309
Lent for a Time gratis, and thence forward at an extraordinary Intereſt, is not uſurious ibid.
Advanced on Letters of Credit, of whom is recoverable 372
Monmouthſhire, its Products 485
Monomotopa, its Commerce, *&c.* 622
Montauban, its Trade and Products 572
Montreal, its Trade 686
Morat, its Trade 717
Morges, its Port 716
Mortgages of a Bankrupt, how far they are in the Commiſſioners Power 427
Mortgaging or ſelling Land is over-reached by Bankruptcy 454
Moſambique, its Trade and Products 622
Moſs, its Products 701
Moter, its Trade and Products 671
Moudon, its Products 717
Moulins, its Trade and Products 574
Mulhauſen, its Products 718
Mune Samſoe, its Trade 691
Municipal Laws of a Country, in Caſes of Deſcent, are more to be regarded than Proximity of Blood 268
Muſcovy, its Trade with *Holland* 688
Mutiny not to be concealed in the Fleet 216

N.

Nairn, its Products 492
Names borrowed and feigned, how to be uſed in *pro forma* Exchanges 365
Nangaſake, a *Dutch* Settlement in *Japan* 675
Nantes, its ancient Trade 6
Naples, its Trade 599
Narbonne, famous in Antiquity for its Trade, before the River *Aude* deſerted its Port 6
Narva, its Trade Page 706
Natural-born Subjects may inherit, tho' ſprung from Aliens 267
Naturalization, what it is 270
Muſt be by Act of Parliament 272
Several Acts about it 270, &c.
Navarre, the lower, its Commerce 580
Navigation of *Solomon*'s Fleet 22
The Act concerning it 40, &c.
Navy, its Laws 214, &c.
From whence is ſupplied with Butter and Cheeſe 486
Negociators of Bills of Exchange by Procuration, oblige their Principals in their Tranſactions, tho' they themſelves remain free 355
Neira, its Trade and Products 671
Neufchatel, its Trade and Fairs 718
New-England, its Trade 543, &c.
Newfoundland, its Trade 553
New-Haven Harbour, its Act 134
New Stile and Old, at what Places they are obſerved 373, &c.
New York, its Trade 542
Nicarague, its Trade 684
Noah's Ark, ſuppoſed a Pattern for the firſt Ships 39
None muſt moleſt thoſe who are aiding a Ship in Diſtreſs 119, &c.
Nor promote her Loſs ibid.
Norfolk, its Products 485
Normandy, its Trade and Products 575
Northamptonſhire, its Products 485
Northumberland, its Products ibid.
Norway, its Trade with *Great-Britain* 555
Its Trade with *Holland* 689
Its General Trade 699
Note of Hand, its Form 342
Notes of Bankers are not Caſh till received 372
Notice to be given by the Aſſignees of Bankrupts, before making a Dividend 373
Nottinghamſhire, its Products 486
Nova Scotia, our Title to it 545
Grant of it to Sir *W. Alexander* ibid.
Part granted afterwards to Sir *David Kirk*, who ſold it to the *French* King ibid.
As Sir *W. Alexander* did his to a *French* Nobleman, who afterwards re-ſold it to Sir *Thomas Temple*, from whoſe Heir, *Samuel Waldo*, Eſq; of *New-England*, bought it, and ſold an undivided Moiety to the Author ibid.
Nova Scotia, its Products and Importance to the Crown of *Great-Britain* 546, &c.
Novogorod, its Trade 707
Number of Perſons requiſite to make an Exchange 345
Of Pariſhes and Cities in *Great-Britain* 481
Of Counties in *England* and *Wales* ibid. &c.
Nyon, its Products 716

O.

OATH to be taken by the Court for trying Pirates 199
By a Marine Court Martial before Trial 218
Of a Creditor before the Commiſſioners of Bankruptcy 449
To be taken by the Importers of Goods from *Perſia* 555
Obligees in bottomry Bonds may claim after the Obligers are Bankrupts 445
Obliger (in uſury) may aver againſt the Condition of the Bond 311
Offences done in Privateers to be puniſhed as thoſe in Ships of War 185
Committed at Sea and in our Havens, where triable 199
Done in Harbours that exclude the Criminals from Benefit of Clergy 203
Againſt ſafe Conducts, how puniſhed 216
Offices of Inſurance, when eſtabliſhed at *Paris Stockholm* and *Naples*, and with what Funds 259, &c.
Not to be held by Aliens 268
For giving an Alien's Lands to the King, under what Seal they muſt be ibid.
Got after Bankruptcy may be diſpoſed of 427
Officers of Exciſe may ſearch Ships 46, &c.
And Sailors may not deſert their Ships 201
In the Navy not to behave unbecomingly 216, &c.
Of the Kays at *London*, and thoſe in the Country, the Times of their Attendance 324
For ſearching Ships at *Graveſend*, not to detain above three Tides ibid.
Oicoya, its Trade 684
Oldenburg, its Trade 692
Old Stile and New, in what Places each is obſerv'd 373
Onor, its Trade 645
Ophir (where *Solomon*'s Fleet went to) ſuppoſed to be *Sumatra* or *Malacca* 24
Order to the Caſhiers of the Bank of *England* for Payment of Money, its Form 306
Orkney, its Products 493
Ormus City and Iſle, their Trade 630
Ouchy, its Port 715
Oulgi, its Trade 650
Owners of Ships, who they are 42
May break their Partnerſhip at Pleaſure 43
Are liable for the Actions of the Maſters they employ ibid.
May ſue the Maſters for the Damages they do ibid.
Their Caſe with the Maſter about Repairs 44
Not anſwerable for the Barretry of Maſters 74
What they muſt do for Seamen wounded in their Service, and to the Widows of the Slain 88
Oxfordſhire, its Products 486

P.

PAITA or *Piura*, its Trade Page 684
Panama, its Trade 683
Panaroucan, its Trade 667
Paoſſarouvan, its ibid.
Par, of Monies, its Definition 345, &c.
Ditto 381, &c.
Of Gold Coin between *London* and *Amſterdam* 382
Ditto of Silver Money ibid.
Of Gold Coin between *France* and *Holland* ibid.
Ditto of the Silver Money ibid.
Of Gold Coin between *Liſbon* and *Amſterdam* 383
In its Caculation to avoid the great Fractions ibid. &c.
Pardon for all Felony does not include Piracy 202
Pariſhes in *Great-Britain*, their Number 481
Pariſh Boys, how to be put to Sea 83
When Apprentices at Sea, not to be preſs'd till 18 ibid.
Pariſh Boys not to pay to *Greenwich* till that Age 83
Muſt not be refuſed as Apprentices by Maſters of Ships ibid.
At what Age they may be bound ibid.
Parma, its Trade 601
Part of a Bill of Exchange not aſſignable 371
Partner, Bankrupt, what may be recovered of him 449
Indebted to another, a Bankrupt, what is obliged to pay ibid.
His Debts, when bind the others ibid.
Partnerſhips in a Ship may be broke at Pleaſure 43
Not to exceed 6 in the Banking Way 297 & 303
Parton Harbour, its Act 127
Party not to be a Judge in his own Cauſe by the Award of Arbitrators 261
Paſſes, their counterfeiting or eraſing made Felony 47
Patent for a Conſul, *Engliſh* and *Latin* 220, &c.
Payerne, famous for Rappee, *&c.* 717
Payment of large Purchaſes and Bills of Exchange at *Venice* muſt be in Bank 273
At *Amſterdam* that muſt be made in Bank 274
Of Bills of Exchange, how to be calculated when Stiles differ 373
To one Partner is Payment to all 449
Pearl, or *Margarita* Iſland, its Trade 678
Peebles, or *Tweedale*, its Products 492
Pegu, its Trade 652
Penal Bill for Payment of Money, its Form 341
Penalty for Non-payment of a principal Debt, not Uſury 310
Of concealing Bankrupt's Effects, and of Creditors ſwearing falſely 462
On unlawful Trade to *Africa* 522, &c.
Ditto to the *Eaſt-Indies* 535, &c.
On Gaolers for a Bankrupt's Eſcape 464

Penſilvania, its Trade Page 543
People ſtricken or poiſoned in one Place, and dying in another, where triable 202
  Born in the *Britiſh* Plantations, or on the *Britiſh* Seas, are Subjects of *England* 267
  Born aboard *South-Sea* Company's Ships, are natural Subjects 270
Perche, its Trade and Products 573
Pernaw, its Trade 707
Perſonal Demand muſt be made for the performing an Award 265
  Attendance not required for Tranſactions at the Bank of *England* 307
Perth, its Products 492
Peſckerie Coaſts, their Trade 647
Peter Alexowitz, Czar of *Muſcovy*, his great Care in forming his Subjects to Trade 10
  His Endeavours to make himſelf Maſter of the *Perſian* Silk Trade 708
Peterſburgh, its Exports and Imports ibid.
Petitioners not to have the Benefit of a Commiſſion of Bankruptcy ſolely 412
Pettan, its Trade 640
Petty Average, what it is 123
Phœnicians ſuppoſed the firſt Marriners 39
Philippines, or *Manillas*, their Trade and Products 673
Picardie, its Products and Trade 570
Piedmont, its Trade 601
Pilchards, abundant on the *Corniſh* Coaſt 482
Pilots, their various Denominations and Definition 110
  From *Dover*, *Deal*, and the Iſle of *Thanet*, their Examination and Admittance ibid.
  Their Pay and Number ibid.
  For what Offences their Warrants may be recalled 111
  In *France*, their Qualification and Duty 112
  In *Holland*, ditto ibid. &c.
  At *Norway*, ditto 703
Piracy, when Felony 196
  What it includes ibid. &c.
  On the *Britiſh* Dominions, where muſt be tried ibid. & 199
Pirates, or Sea Rovers, their Definition 195
  Moſt in *America* ibid.
  Eſtabliſhed at *Algiers*, *Tripoly* and *Tunis* ibid.
  Robbing in a Harbour not Piracy, but a Robbery 202
  When to be executed without Trial 197
Piſca, its Trade 684
Place of Abode, and not Nativity, ſubjects a Man to repriſe 178
Places to which the *Engliſh* ſend Conſuls 222
  Which obſerve the New and Old Stile 373
  In *Ireland*, from whence Wool is to be ſhipp'd 59
Plantation Debts not diſcharged to a Bankrupt by the Allowance of his Certificate here 420
Pleſkow, its Trade 707
Poitou, its Trade and Products 572
Poland's Trade with *Great-Britain* Page 556
Policy of Inſurance, its Etymology 225
  Againſt Reſtraint of Princes, what it includes 227
  Not avoided by an intended Deviation 228
  On a Cargo, its Form 245
  On a Life, its Form ibid. &c.
  At *Amſterdam*, its Particulars 246
  In *France*, where muſt be made their Contents, &c. 259, & ſeq.
Pomerania, its Trade 705, & ſeq.
Pondicherry, its Trade 648
Porco, *Percatti*, or *Percat*, its Trade 646
Porentree, its Trade 718
Porſgrund, its Trade 701
Port, its Definition 123
  Out of the Juriſdiction of the Admiralty 212
Porters Rates for Landing, &c. of Goods 333
Portobello, its Trade 678
Porto Cavallo, its Trade 679
Porto Rico, its Trade 678
Portugal, its Trade with *Great-Britain* 515
  Ditto, with *Ireland* 568
  Ditto, with *France* 583
  Ditto, with *Venice* 592
  Its general Trade 589 & ſeq.
  Its *African* Company's Trade 591
  Its *American* Trade 687
Poſſeſſion of a Ship, without a juſt Title, its Conſequence 45
Poſſeſſor of a Bill of Exchange, how muſt act when the Acceptor fails, &c. 348, &c.
  Of a Bill is ſucceeded in Title by him, who pays it *ſupra* Proteſt 352
  Of a proteſted Bill, when is obliged to admit its Diſcharge by a third Perſon *ſupra* Proteſt ibid.
  Of an endorſed accepted, and proteſted Bill, not diſcharged *ſupra* Proteſt, on whom hath, and when may demand Redreſs 353
  Of a Bill proteſted, from whom muſt ſeek Redreſs ibid.
  Of a proteſted Bill, and Satisfaction alſo refuſed by the Drawer, may ſue either him or the Acceptor ibid.
  Of divers Bills remitted him for the Account of Sundries, how muſt be ſatisfied if they are proteſted 359
  Failing, if he endorſe it, and it be accepted, the Acceptant muſt pay 360
  How muſt proceed, when the Drawer, Acceptant, and Endorſers all fail 362
  Of a conditional Bill found for its Compliance, with what he muſt comply 363
  Of a conditional Bill, how may be compelled to follow the Agreement of the Acceptant 364
  Of Bills without Date, how muſt proceed 367
Poſſibilities in Bankruptcies defined 444

Poſt Entries for the Surpluſage of Cuſtoms, how muſt be made Page 314
Not admitted for Goods paying Duty by Tale 315
Nor allowed for thoſe paying Duty by Meaſure 316
Poulo-Ay, its Trade 671
Poulo-Rhon, its Trade ibid.
Poundage, what it is, and when granted 313
Power of Marriage Bonds in Bankruptcy 435
Of the Aſſignees of Bankrupts 458
Preference in honouring a proteſted Bill, to whom to be given 352
May be given a Creditor before the Debtor is Bankrupt 412
Premium paid a Creditor for Money lent his Debtor 312
For diſcovering Bankrupt's Effects 462
For Admiſſion into the *Ruſſian* Company, what it is 554
Premium for the lawful Importation of naval Stores from the *Britiſh* Plantations 51
Prevat, its Trade 607
Priſoners in a Ship of War taken fairly by the Enemy, ſhall have their Wages during their Impriſonment 219
Privateers and Capers, their Definition 179
What Commiſſions they muſt have 180
Their Contracts with the Mariners ibid.
Muſt give Bond not to break Treaties, ſubſiſting with the Crown 180 & 191
Not to uſe their Captives ill 179, &c.
Muſt not commit any Spoil or Depredation on the Ships of Friends or Neuters, *&c.* 181
Muſt not bring away any Servants from *America* without Leave 184
In what Manner may be inſured 224
One was inſured for a Month, and was damaged by the Enemy, and the Time of refitting exceeded the Month, not a total Loſs 230, &c.
Inſured Intereſt, or no Intereſt, *&c.* was taken and retaken, yet the Inſurers bore the Loſs 232
Inſured on thoſe Terms was taken, retaken and the Salvage forgiven; judged a total Loſs 243
Privileges allowed the Poſſeſſor of a Bill when both the Drawer and Acceptor fail 362
Of a Dowry 429
Prize Goods ſhip'd in *America* pay the ſame Duties here, as the Produce of our Plantations 52
Taken by a Privateer, in Sight of another Privateer, both ſhall ſhare equally 182
Its different Sorts 206
Proceſs of the Woollen Manufacture, from its Commencement to its Conſumption 520 & ſeq.
Proclamations for Peace and War, how performed 210
Products of our Plantations to be carried to the *Britiſh* Dominions only Page 48
Of the *Spaniſh* and *Portugueſe* Poſſeſſions in *Europe* or *America* might be inſured notwithſtanding the Act 224
Profaneneſs puniſhable in the Navy 214
Pro forma Exchanges, what they include 365
Prohibitions againſt a Suit in the Admiralty, when granted 70, &c.
Prohibited Goods not to be inſured 226
Promiſſary Notes, when bear Intereſt by Indorſement 342
Their Form ibid.
Property of a Prize, when is diveſted by taking 333, &c.
Of a perſonal Chattel, how is altered by an Award 264
Protections and Paſſports, their Definition 209
Proteſts againſt Bills of Exchange, when may be made 342
Their Form ibid.
When are to be notified ibid.
Don't free the Acceptors 348
Againſt Bills on the Fairs of *Lyons*, when to be made 368
Ditto, on the Fairs of *Frankfort* ibid.
Ditto, on *Leipzick* and *Naumburg* 369
May be made for the Remainder, when Part of a Bill is paid 370
Muſt be made for Bills accepted, payable at a longer Time than ſpecified ibid.
Provence, its Trade and Products 578
Provoſt Martial in the Fleet his Duty and Obligation 216
Proximity of Blood ſubmits to the Municipal Laws of a Place in Regard of Deſcent 268
Pruſſia, its Trade 705
Ptolemies had *Egypt* for their Share of *Alexander* the Great's Dominions 4
Their great Care of Trade, and the flouriſhing Condition they raiſed *Alexandria* to by it ibid.
Piladelphus built the firſt Lighthouſe 171
Puniſhment for Bankrupts not anſwering the Commiſſioners Interrogatories 418
Purchaſes that Aliens may make 267, &c.
After Bankruptcy, ſubject to the Commiſſion 424
That are not ſubject to the Commiſſion 426

Q.

Qualification and Duty of a Conſul 220
Ditto of the Governor, Deputy, and Directors of the Bank 307, &c.
For Admittance into the *Turkey* Company 519
Requiſite for Naturalization 269, &c.
Quarantine, to be performed at *Stanley*'s Creek 207
Quarrels in the Fleet, to be puniſhed 216
Quaxaca, its Trade 684

Quebec,

Quebec, its Trade 685
Quid pro quo, muſt be appointed in an Award of Arbitration, for each Party to do 262
Quintero, its Trade 681

R.

Ajapour, its Products 643
Rambang, or *Rambam*, its Trade 668
Ramſgate Harbour, its Act 154
Ranſom, promiſed to a Pirate is not binding by the Civil Law 196
Bill, its Form 194
Ditto in *French* ibid.
Of Officers and Sailors, may be inſured at *Amſterdam* 258
Rates of Pilotage in *Holland* for going out 114, &c.
Ditto for bringing in ibid.
Of Diſcounting Bills at the Bank 307
For Porters at the Kays 333
For Carts in *London* 235, &c.
Raw Silk from *America*, excuſed from paying Duty here 71, &c.
Realejo, its Trade 684
Reaſſurance, when may be made 224, &c.
Receipts for Debentures paid, their Form 326
Recovery of Mariners Wages, how and when may be ſollicited 81, 82
Redreſs for Carmen's Faults in *London*, where to be applied for 333
Red Sea, its Trade 609 & ſeq.
Regiſter of Ships, to qualify them for loading Wool in *Ireland* 61
Of a Court for trying Pirates, his Duty 200
Relief againſt the Award of Arbitrators, when and where to be had 261
Remedy againſt Gaolers for a Bankrupt's Eſcape 464
Remitters cannot demand Satisfaction for a Proteſted Bill without producing the Proteſt 349
On Commiſſion, ſtanding Security, ſhould not have the Bills payable to themſelves 356
What Advantages they may claim 357
What muſt make good to their Principals, in Caſe of Proteſt ibid.
When are free from their Riſques ibid.
Removing Aſſignees of Bankrupts, how, and when is done 461
Renfrew, its Products 492
Rent-Charge, ſold at an Undervalue, is not Uſury 310
To be paid before the Goods of a Bankrupt be removed 448
Reports on Ships Arrival how made at the Cuſtom-houſe 313, &c.
Repriſals, two-fold 174, &c.
Letters when to be granted 175, &c.
When made, any Overplus muſt be reſtored 179
Muſt be condemned before breaking Bulk 182
Reſtraint of Princes, what it is 208
Revel, its Trade 706
Rewards for Defence againſt Pirates Page 201
For diſcovering a Plot againſt a Ship ibid.
Rice and Melaſſes, not to be imported from the *Plantations* 51
Repealed as to Rice 52
Richlieu, its Trade 686
Riga, its Trade 706
Rights of Bankrupt's Children by Marriage Settlements 442
Rochelle, its Trade and Products 573
Roguiſh Inſurances ſubject the Perpetrators to condign Puniſhment 225
Rogues, Vagabonds, or Beggars, brought into this Kingdom, ſubject the Maſters of Ships importing them to Penalties 57
Romans, their Commerce 4
Learnt Navigation from the *Greeks* 39
Diſcovered to us the *Eaſt-Indies* 531
Their Bankers Buſineſs 308
Rome, its Trade 600
Romſdahl, its Trade 701
Roſin, Pitch, Tar, *&c.* not to be melted aboard a Ship between *London-Bridge* and *Blackwall* 89
Roſs, its Products 492
Rouſillon, its Trade and Products 581
Roxburgh, its Products 493
Royal-Exchange Inſurance when Incorporated, 223, &c.
Royal *African* Company, when diveſted of their Charter 528, &c.
What Recompence they had in Lieu 529
Royal Company of the *Phillippines* in *Spain*, their Charter 588
Rudyerd John, Gent. rebuilt *Eddyſton Lighthouſe* 171
Rules for working a Simple Arbitration 387
For Compound Ditto 404 & ſeq.
For Striking to the Caſtle at *Cronenburg*, near *Elſineur* 694
Ruſſia Company, when obtained their Charter 554
Admittance into it, how gain'd ibid.
Ruſſia, its Trade with *England* ibid.
Rutlandſhire, its Products 486

S.

SAFE-Conducts, their Nature 209
How muſt be filled up ibid.
Their Power ibid.
Sailing, after the Time agreed, its Conſequence 100
Sailors in the Sugar Trade, what Money may be advanced to them 67
May ſue for their Wages in the Court of Admiralty, but not Maſters 77 & 212
Muſt pay 6 *d. per* Month to *Greenwich* Hoſpital 82
Their Wills not to be made on the ſame Paper, *&c.* with Letters of Attorney ibid.
Who are exempt from Paying to *Greenwich* Hoſpital 84

Muſt

Muſt not abſent themſelves from the Ship they belong to Page 87
Their Wages to be paid in 30 Days after the Ship's Entry at the Cuſtom-houſe ibid.
Muſt not refuſe fighting againſt Pirates 88
In the *Eaſt-India* Service, not to pay to the Fund for thoſe in other Merchants Service 95
Drunk, hurting one another, the Conſequence 96, &c.
Muſt have their Wages, tho' the Ship be ſeiz'd for Debt 97
Wages not to be brought into an Average, if a Ship be detained by Order of State 122
In our Sugar Trade not to be impreſſed 185
Letters of Attorney muſt be made revocable 186
Muſt not deſert 201
Saintonge, its Trade and Products 186
St. Domingo, or *Hiſpaniola*, its Trade 678 & 685
St. Helena, its Trade and Products 626, &c.
St. John de Ulhua, its Trade 679
St. Gall, its Trade 718
Salary of the Governors and Directors of the Bank of *England* 307
Sale of Lands, how to be made by the Commiſſioners of Bankrupts 426
Sallee, its Trade 612
Salonica, its Commerce 611
Salt may be carried in Ships lawfully navigated from *Europe* to *Penſilvania* 52
Foreign, to be imported in Ships of not leſs than 20 Tons Burthen 55
Not to be landed before the Duty be paid ibid.
To be forfeited if leſs be found aboard than ſpecified in the Cocket 55
Made in *England*, *&c.* not importable ibid.
Salvage, its Definition 119
Sama, in *Afric*, its Trade 616
Samarang, its Trade 666
Samarkant, its Trade 636
Sambas, its Trade 669
Sandefiord, its Products 701
Sandwich Harbour, its Act 154
Saying a Merchant is Bankrupt bears an Action 410
Scaffhouſe, its Trade 715
Scarborough Harbour, its Act 136
Schwitz, its Trade 717
Scotland, its Trade with *Ireland* 565
Seamen in *Holland*, not to inſure their Wages 250
Sea Marks, not to be deſtroyed 173
Second Huſband, not bound by the Settlement made on a former Marriage 433
Seide, its Trade 603
Selkirk, its Products 493
Selling Lands in a Bankrupt's Poſſeſſion at the Time of his Failure, tried 423, &c.
Or Mortgaging Lands, is over-reached by the Bankruptcy 454, &c.
Senegal River, its Trade 615
Sentence of a foreign Admiralty, to be libelled for and Credited here Page 213
Ser, its Trade 629
Service not to be inſured 223
Settlements, made by the *Eaſt-India* Company 539
When were firſt made in *New-England* 544
Which may be made before Bankruptcy 426
Separate ones not ſubject to the Engagements of a Huſband 432
Shetland, its Products 493
Ship, its Etymology 39
Suppoſed to be copied from *Noah*'s Ark, and a reaſonable Account given of its Original ibid.
Its various Forms in Building ibid.
Its Joint Owners are Tenants in common 42
Repaired, when remains the ſame, and when not 44
Its Furniture, does not include the Ballaſt or Boat ibid.
When it may become a Deodand 45
Muſt not belong to a Cuſtomer 46
How it muſt be ſeized, when forfeited ibid.
Laden with Cuſtomable Goods, not to hover on the Coaſts of *England* or *Ireland* 54, &c.
Muſt be ſearched for Uncuſtomed Goods in our Plantations, as well as here 49
Muſt be regiſter'd before going to our Plantations, and when new named 51. 61. 68
Muſt have one full Set of *Britiſh* Sails 54
Hypothecated for Neceſſaries, its Conſequence 76 & 81
Repaired, *&c.* in the *Thames*, is not liable, but the Owners 81
May not be moored, or laid up in *St. Saviour*'s Dock, *&c.* 89
Not able to perform a Voyage agreed on, the Conſequence 100
Which are obliged in *Holland* to take Pilots, and what muſt pay them 113 & ſeq.
That don't pay to *Whitby* Harbour 126
In *Catwater* Harbour, of whom muſt take Ballaſt 128
What muſt pay for lying above a Month in *Yarmouth* Harbour 130
That are excepted from paying in *Scarborough* Harbour 136
What to pay in *Weymouth* Harbour 153
That are exempted from paying Duties in *Ramſgate* and *Sandwich* Harbour 159
Taken by a Privateer muſt be tried by the Admiralty 181
Taken for Repriſals, muſt be brought into the Kingdom, to which the Captor belongs 182
Taken, and retaken, how muſt be reſtored 184
Not brought *infra Præſidia*, of the Prince by whoſe Subjects the Capture is made, the Owners are not diveſted of their Property 197

Having a Letter of Marque muſt not act Piracy Page 198
The Number embargo'd by the *Spaniards*, in their laſt Expedition againſt *Oran* 208
Loſt by Fault of the Maſter, when is Barratry 227
Its Huſband, Definition and Duty 313
Should check his Account of groſs Weights with the Land-waiters Books 315
Shropſhire, its Products 486
Siam, its Trade and Products 652
Sicily, its Trade with *Venice* 592
Sierra Liona, the Trade of its Coaſt 613
Sillebar, its Trade 668
Silver or Gold Bullion, foreign Coin, or Jewels, permitted Exportation 31
Silver Coin, between *London* and *Amſterdam* its Par 382
Ditto, between *France* and *Holland* ibid.
Single Bill for the Payment of Money, its Form 342
Sinope, its Trade 607
Situation of Rocks near *Eddiſton* Light-houſe 172
Size of *London* Carts 333
Skerries Light houſe, its Dues 172 &c.
Sligo, its Products 494
Small Plunder, what it is, and how muſt be diſpoſed of 192
Smyrna, its general Trade 602
Socatara, its Commerce and Products 627
Sofala, its Trade and Products 621
Soiſſons, its Products 570
Soleure, its Trade 718
Solomon's great Revenues 21
The Navigation of his Fleet 22
What Route it took in its Voyage to *Ophir* 23
Solwitzjogda, its Trade 707
Somerſetſhire, its Products 486
Sound, its Trade 692
Sourabaya, its Trade 667
South Sea Company to have all Prizes taken within their Limits 206
May lend Money on Bottomry to their Captains 224
When obtained their Charter 539
Southwold Harbour, its Act 149
Spaniards, their Commerce 17, 584 & ſeq.
Have many good Ports, well ſituated for it 17
Their Trading Companies and Manufactures ibid.
Their Trade with *Great Britain* 507 & ſeq.
Their Trade with *Ireland* 568
Their Trade with *France* 585
Their Trade with *Venice* 592
Their Trade on their *American* Coaſts 680 & ſeq.
Staffordſhire, its Products 486
Stands in *London*, where Empty Carts are to be found 334
Stanley Creek, the Place where Quarantine is performed 207
State of the Trade between *Ruſſia* and *China* in 1721 & 1722 Page 660
Stavanger, its Trade 701
Stealing Bonds, is Felony 341
Stellenboſch, its Deſcription 620
Sterling, its Products 493
Stettin, its Trade 705
Stile, the Difference between Old and New 374
Stockholm, its Trade 711
Stocks, of the Royal-Exchange, and *London* Aſſurances, how to be raiſed 224
Are transferable and diviſible ibid.
Stormar, its Trade 692
Subjects to reprize, who are 178, &c.
Subjects of *England*, not to be concerned in any foreign *Eaſt-India* Trade 536
Submiſſion to Arbitraments, muſt be by Bond ibid.
Ditto, what it includes ibid.
Whereon an Award may be made ibid.
To an Award, when may be revoked ibid.
To an Arbitration, its Form 266
Subſcription of a Bill of Exchange, how far is binding 354
Sufferance for Exporting Corn, its Form 327
For Landing Apparel, Ditto 328
Suffolk, its Products 486
Sugar from the *Britiſh* Colonies, may be carried directly to any Part of *Europe*, *&c.* 64
May not be carried to *Ireland* 67
Sumatra, its Trade 667
Or *Malacca*, ſuppoſed to be *Ophir*, 24
Summer Iſlands, their Trade 552
Sund, or *Sunda* Iſlands, their Trade 664
Sunderland Harbour, its Act 132
Supercargoes, *Vide* Factors
Superſeding Commiſſions of Bankruptcy, when, and why done 463
Surate, its Trade 639
Sureties for a Debtor after he is Bankrupt, are within the Statute 448
Surrey, its Products 487
Suſſex its Products ibid.
Sutherland, its Products 493
Sweden, its Trade with *Great Britain* 556
With *Spain* 585
With *France* 583
With *Holland* 689
Its general Trade 711
With *Portugal* ibid.
The *Eaſt-Indies* 712

T.

TAbles, for calculating Arbitrations 391 & ſeq.
Tadouſas, its Trade 686
Tagal, its Trade 666
Tanor, its Trade 646
Tare, what it is 315
Aſcertained, when may be altered at the Cuſtom-houſe 316

An

I N D E X.

An Alphabetical Account of it Page 318, & ſeq.
From the *Britiſh* Plantations $\frac{1}{5}$ Part is allowed for it 319
Tarſhis, (where *Solomon*'s Fleet went to) ſuppoſed to be *Guzurate* 24
Tartars of *Nagai*, their Trade 638
Tecoanteque, its Trade 684
Tenants in common of a Ship 42
Tenaſſerin, its Trade 652
Tender, of Money, the ſame as Payment 261
Ditto, ſaves the Forfeiture of a Bond 339
Tercera, its Trade, *&c.* 624
Ternate, its Trade 671
Terra Firma, its Trade and Products 689
Thrown Silk of *Turkey*, *Perſia*, *&c.* not to be imported 56
Tidor, its Trade 671
Tilichery, its Trade 645
Time allowed to export by Certificate 315
. Allowed for ſhipping and landing Goods on the Kays of *London* 323
Limited for taking out a Commiſſion of Bankruptcy 414, &c.
Ditto, for the Bankrupts to ſurrender 418
Ditto, for Trial of Prizes 206
Title of Admiral, to whom firſt given 211
Tocat, its Trade 633
Tomago, its Trade 684
Tomſkoi, its Trade 708
Tonnage, what it is, and when granted 313
Tonſberg, its Trade 701
Torrabaya, its Trade 667
Total Value of Goods, may not be inſured at *Amſterdam* 247
Toubani, its Trade 667
Toulon, its ancient Trade 6
Touraine, its Trade and Products 573
Trade and Navigation Act 40 & ſeq.
Trade of the *Engliſh*, when began to flouriſh 479
Trade, between *Great Britain* and *France* 498, &c.
Ditto and *Holland* 505
Ditto and *Germany* 506
Ditto and *Spain* 507
Ditto and *Portugal* 515
Ditto and *Italy* 518
Ditto and *Turkey* 519
Ditto and *Africk* 522
Ditto and the *Eaſt Indies* 531
Ditto and *America* 539
Ditto and *Ruſſia*, *Denmark*, *Norway*, *Sweden*, *Poland*, and *Pruſſia* 555, &c.
Ditto and the *Auſtrian Netherlands* 556
Ditto *Ireland* and *Scotland* 564, &c.
Ditto and *Eaſtland* 565, &c.
Ditto *Holland* and *Flanders* 566
Ditto and *Spain* 568
Of the *Levant* and Coaſt of *Barbary* 602
Of *Africk* 611
Of *Aſia* Page 627
Of the *Spaniſh American* Coaſts 680
Of *French America* 684
Of *Portugueſe America* 687
Of *Holland* ibid.
Of *Switzerland* and *Geneva* 713
Tranſactions at the Bank, do not require a Perſonal Attendance 307
Tranſports from *England*, what conſiſt of 479, &c.
Treaties, of Commerce between *Great-Britain* and *Spain* 508 & ſeq.
Ditto between the Crowns of *England* and *Denmark* 693, &c.
Trial under a ſecond Commiſſion of Bankruptcy 455, & ſeq.
Trinity Houſe at *Deptford*, what it is 173
Tripoli, *Tunis* and *Algiers*, eſtabliſhed by Pirates 195
Trois Rivieres, its Trade 686
Truces and Leagues, their Definition 209
Trundheim or *Drontheim*, its Trade 700
Truſtees, to Marriage Bonds, cannot come in as Creditors to prove the Bond-debt, in Caſe the Huſband is Bankrupt in the Wife's Life Page 436
For eſtabliſhing a Colony in *Georgia*, their Power, 547, &c.
Truxillo, it Trade and Products, 683
Tunquin, its Trade and Products 655
Turin, its Trade 601
Turkeſtan, its Trade 637
Turkey, its Trade with *Great-Britain*, 519
Company, their Charter ibid.
Tutucorin, its Trade 647
Tyrians, their Commerce 3
The ſuppoſed inventors of Naval Trade ibid.
Their glory and power ibid.
Their City deſtroyed by *Nebuchadnezzar* ibid.
And re-eſtabliſhed on a neighbouring Iſland ibid.
Afterwards deſtroyed by *Alexander* the Great, and their Commerce removed to *Alexandria* ibid.

V.

Valparaiſo, its Trade 681
Value, of the Coloſſus of *Rhodes* 171
Of Goods ſhipped at *Amſterdam*, not to be inſured 247
Received, expreſſed in a Bill of Exchange, its effects 371
Vannes, in *Bretagne*, its ancient Trade 6
Vatulco, its Trade 684
Venetians, their firſt Settlement and Commerce 7
Their great Riches and Power ibid.
The great Blow given them by the Treaty of *Cambrey* ibid.
The famous Victory obtain'd over their Riva's, the *Genoeſe*, at the Battle of *Chiozza* 18
Their Conſul at *Ancona* abuſed by the Governor 222

Their

Their general Trade Page 591
Vera Cruz, or *St John de Ulhua*, its Trade 679
Verbal Promiſe to accept a Bill for a third Perſon, its Power 358
Vevay, its Trade 716
Virginia, its Trade with *Great-Britain* 541
Umpirage, its Definition 261
When to be made ibid.
When is void 261
Where Arbitrators do not agree, its form 266
Of one Perſon, its form ibid.
Uncles, of Aliens, to inherit before Fathers 268
Underwald, its Trade 717
Unfortunate, in Trade, what Treatment muſt expect 408
Union of two Companies trading to the *Eaſt-Indies* 534
Unlawful Intereſt may be taken when the Principal, and it are hazarded 310
Unlawful Trade to *Turkey*, its Fines 520
To *Africa*, Ditto 523
To the *Eaſt-Indies* 535
Voyage to be altered by Danger only 101
Urgens, its Trade 637
Uri, its Products 717
Uſance from *London* to the principal Parts of *Europe*, what it is 374
From ſome Places to others ibid.
Uſurers, not to ſuffer, but when Part of the Money agreed for, is paid 309
Uſurious Actions, how muſt be pleaded 311
Agreement when does not void a Bond 309
Uſury, its Definition ibid.
Cannot be without a Loan ibid,
Uſury, not taken by *Jews* from their Brethren 311

W.

WAges to be paid to Sailors in 30 Days after the Ship's Entry at the Cuſtom-houſe 87
To be paid thoſe taken in our Ships of War, during their Impriſonment 219
Of *Dutch* Sailors muſt not be inſured 250
Wales, its Products and Counties 488, &c.
War and Peace how proclaimed 210
Wardhuus or *Wardhuys*, its Trade 701
Warrant to export Corn, its Form 327
Given by the Commiſſioners to ſeize the Bankrupt's Effects 415
Warwickſhire, its Products 487
Watchett Harbour, its Act 129
Waterford, its Trade 495
Waveren, its Commerce 621
Weymouth Harbour, its Act 151
Weather, to be well regarded by Maſters of Ships before they begin a Voyage 75
Weights, their Variety and Correſpondence, *Vide* the Contents at the Beginning
Weſtmoreland, its Products 487
Wexford, its Trade 495
Whalebone, or Fins, foreign cut, prohibited Importation 57
Wharfs and Kays at *London*, where Goods may not be ſhipped 323, &c.
Thoſe that are lawful, and the Times allotted for working thereon 324
What makes a Man a Bankrupt 410
Whitby Harbour, its Act 126
Whitehaven Harbour, its Act 165
Who may be deemed Pirates 196, 202
A Bankrupt 409
Widow's Deeds of Settlement, when void 432
Wife, who is not dowable 430
Title to her Free Bench, 431
Her Fortune in *France*, how affected by her Huſband's failure 467
Wigtoun, its Products 493
Wills, in favour of a Bankrupt's Wife 433
Wiltſhire, its Products 487
Wines leaking in a Voyage, does not occaſion a Loſs of Freight, if it has not been by the Maſter's Fault 102
Winſtanley the firſt Builder of *Eddyſtone* Light houſe 171
Winterthour, its Trade 715
Wool, Sheep, of the *Britiſh* Produce not to be exported 57 & 60
Worceſterſhire, its Products 488
Word *Corruptive* muſt be in Declarations of Uſury 311, &c.
Wreck and Lading recover'd by the Sailors, how to be diſpoſed of 81
Its Etymology and Difference 118
When falls to the King ibid.
Not to pay Cuſtoms ibid.
By whom may be ſeiz'd ibid.
Write off the Bank, its Form 306

Y.

Y*Armouth* Harbour, its Act 129
Yorkſhire, its Products 488
Younger Brother, being a Denizen, ſhall inherit before the Elder, if an Alien 268
Yverdon, its Trade 716

Z.

Z*Offingue*, its Trade 715, &c.
Zug, its Products 717
Zurick, its Trade 714
Zurzach, its Fairs 715

F I N I S.